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VOL. XXXIV., No. 26.

# The Solicitors' Journal and Reporter.

LONDON, APRIL 26, 1890


## CURRENT TOPICS.

IN DELIVERING JUDGMENT in a recent case relating to a solicitor, the Lord Chief Justice took occasion to say of the Discipline Committee of the Incorporated Law Society, "I am not surprised at its competency when I look at the names of the persons who sign this report. I should say it was a most highly competent tribunal."

WE PRINT elsewhere observations on some of the clauses of Sir ALBERT ROLLIT'S Bankruptcy Bill. According to the writer of the observations, these clauses, which are designed to put an end to the system of private arrangements, have been prepared by and under the direction of the Inspector-General in Bankruptcy, and have been slipped into a Bill introduced by private members, and championed mainly by a solicitor. This is very clever, if true, and no doubt the Inspector-General will have many a chuckle over the notion of "dishing" solicitors by a measure introduced by one of themselves. If Sir A. ROLLIT really believes that it will be for the advantage of creditors that they should be deprived of their right to resort to deeds of arrangement, his views, we believe, differ from those of other solicitors, and, if we mistake not, also of the Chambers of Commerce, and the traders of the City of London.

IN THE CASE of *Ex parte Delmar, Re Herapath & Delmar* (*ante*, p. 399), the question was raised whether a surety for the debtor had any right of proof against the debtor's estate before he had been called upon to pay or had paid anything to the creditor. Formerly, of course, this right was quite denied, and it is obvious that, as the creditor proves in respect of the debt, to admit a similar proceeding by the surety would allow of a double proof, a thing which is contrary to an elementary principle in bankruptcy, and is unfair to the rest of the creditors. So clear was this, indeed, that various special enactments were passed, beginning with 49 Geo. 3, c. 121, s. 8, in order to confer upon the surety a right of proof in respect of sums which he had actually paid to the creditor since the commencement of the bankruptcy (Robson's Bankruptcy, 6th ed., p. 289). In the Bankruptcy Acts of 1869 and 1883 the matter is not referred to, but it is now contended that, under section 37 of the latter Act, the surety has gained a right of proof in respect of his contingent liability as surety. The words of that section are, of course, very wide, and allow of proof being made in respect of "all debts and liabilities, present or future, certain or contingent, to which the debtor is subject at the date of the receiving order, or to which he may become subject before his discharge by reason of any obligation incurred before the date of the receiving order." Now a debtor is certainly under a contingent liability to his surety, and this may be said, therefore, to come within the words of the section, but the liability does not become an actual one until payment has been made by the surety, and then, at the same moment, the debtor's liability to the creditor is, to the amount of such payment, extinguished. It seems clear, indeed, that, in spite of the above general words, the creditor and surety have between them only one right of proof in respect of the debt, and to abandon this principle is to depart from the settled practice in bankruptcy. Nevertheless CAVE, J., decided to do so,

though the difficulty of the situation is apparent in the fact that he left the amount of the proof to be settled by the parties.

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In the application to strike a solicitor off the rolls which we report elsewhere, the point was raised that such application can be made only on the part of a client, but this was overruled by the court, and it does not appear to have any weight of authority or reason in its favour. The jurisdiction of the court rests upon the duty incumbent upon it of seeing that its officers are persons in whom the public may safely place confidence, and it may be exercised in respect of any misconduct which demonstrates the untrustworthiness of a solicitor in his professional capacity. The doctrine that such misconduct can be brought before the notice of the court only by a client does not seem to be sanctioned by any case, and the utmost that can be gathered from *Re Cheslyn-Hall* (4 W. R. 686) is that the applicant shall not be wholly unconcerned in the matter. Neither there, nor in *Re Blake* (3 E. & E. 84), was the application made by a client. To adopt such a rule would, indeed, be equivalent to saying that the process of striking off the rolls was meant to be simply a punishment to be inflicted at the instance of the person immediately wronged, and not a measure adopted to secure purity in the profession. As to the statute law, this expressly contemplates that the application may be made "at the instance of the solicitor himself or *any other person* (Solicitors Act, 1888, s. 13), and here there is no intimation of a restriction to clients only. The only ground, indeed, for the contention is to be found in Form V. in the schedule to the rules under the last-named Act. This is the form of affidavit to be used by the applicant, and clearly contemplates that he is to be a client. Rule 3 of Part VI. excludes, however, the idea that the forms are to be rigorously binding, and, even if such were the intention, it would be impossible in this manner to effect a change in the law. The result seems to negative the idea that there is any restriction on the persons who may apply to have a solicitor struck off the rolls. In the present case the application was made by the official receiver under the direction of the Board of Trade, and it is not clear that they have any interest in the matter other than that of every individual member of the public—*viz*, to secure general confidence in solicitors. It may be presumed, however, that the court would view with disfavour proceedings taken without any legitimate motive.

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Another point was raised as to the possibility of using against a bankrupt, in proceedings of a criminal nature, answers which he has been compelled to make in his public examination. In *Ex parte Cossens* (Buck. 531) it was decided by Lord Eldon, C., that, while a bankrupt could not refuse to answer questions relating to his estate and effects, he might, under the general maxim that no man is bound to incriminate himself, decline to answer questions of any other nature designed to elicit information that he had committed a criminal act. By section 117 of the Bankruptcy Act of 1849 it was provided that a bankrupt might be examined as to all matters relating to his "trade, dealings, or estate," and in *Reg.* v. *Scott* (25 L. J. M. C. 128) the court pointed out that answers thus given did not allow room for the distinction made by Lord Eldon, and that in a criminal proceeding they might be used as evidence against him. But the Bankruptcy Act of 1883 goes still further. Under section 117 the examination extends to the bankrupt's "conduct, dealings, and property," and it is expressly provided that his answers may be used in evidence against him. In the face of this enactment it does not seem that the court could have declined to receive as evidence any answers which had been properly elicited in the examination.

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The discussion on the Companies (Winding-up) Bill in the Standing Committee of the House of Commons on Monday was in some respects almost comic. It rather seemed that the Attorney-General had not been told what was meant to be done under the mysterious clause which provides that winding-up matters may be assigned to such division of the High Court as the Lord Chancellor may direct. In reply to Sir Horace Davey's vigorous attack on this clause, the Attorney-General said that "no one suggested that it would be a prudent thing to transfer winding-up cases to the Queen's Bench Division. He dismissed the rumour as worthless that it was intended to transfer those cases to the Bankruptcy Court." This pledge by the law officer in charge of the Bill will be borne in mind hereafter. But he did not say what was proposed to be done if the winding-ups were not transferred to the Bankruptcy Court. By way, however, of rendering clearer the meaning of the provision, he moved to insert words providing that all matters in respect of which jurisdiction is given to the High Court by this Act shall be ordinarily transacted and disposed of by and under the direction of the judges of the Chancery Division, or, if and so far as the Lord Chancellor directs, by or under the jurisdiction of the judge exercising jurisdiction under the High Court. Hereupon Mr. Chamberlain, who had probably throughout been fighting for the power to transfer the proceedings to the Bankruptcy Court, so as to increase the prosperity of his favourite system, fell tooth and nail on the Attorney-General. He accused him of "giving way completely to the minority" of the committee, and urged that the new proposal should be put on the paper and its consideration adjourned. This course was ultimately agreed to, and we shall see what will be the result of consideration by the authorities in the interval. It is certainly remarkable that there should be so much reluctance to put on the face of the Bill a straightforward and precise statement of what is meant to be done in the way of providing a tribunal for winding-up matters. The best course, in case the Attorney-General's new clause should not be more precise, would be to move a provision that winding-up matters shall not be transferred to the Queen's Bench Division or the Bankruptcy Court, which would compel the authors of the Bill to shew their hands. We are inclined to think that considerable advantage would accrue from all winding-up matters being assigned to one judge of the Chancery Division, or, still better, from the appointment of an additional judge of that division to take such matters and hear witness causes. But while the Government are ready enough to propose the establishment of gigantic systems of officialism, such as the Public Trustee and the Land Transfer Office, they seem to be afraid of proposing any addition to the present judicial staff, however urgently needed such addition may be.

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Mr. Snow, the editor of the Annual Practice, has followed up his recent observations on the consolidation of the Judicature Acts and Rules of Court by some useful remarks, addressed to the President and Council of the Judges of the Supreme Court, on the procedure and practice under the Arbitration Act, 1889, and the Rules of December, 1889. He points out that in the Act a distinction is drawn between the jurisdiction given to "the court or a judge" (*i.e.*, to a judge at chambers) and that given to "the court" (*i.e.*, to a judge in court or a divisional court); and that the powers given to the latter are comparatively trivial and unimportant, while those given to a judge at chambers are extremely important—such, for instance, as those of remitting, adopting, varying, or *setting aside* a report or award. By ord. 54, r. 12*a*, a master is empowered to "exercise all the jurisdiction and powers conferred by the Act upon the court or a judge." So far it appears that all the extensive powers conferred by the Act on a judge at chambers can be exercised by a master. But the Rules of December last incorporate or adopt rules 48 to 55 of order 36, under which power is given to "the court" to remit the matter referred, and power is given to parties to apply to "the court" to adopt, vary, or remit the report. It would seem, therefore, that an alternative jurisdiction is given; by the Act to a judge at chambers; by the new rule (ord. 54, r. 12*a*) to a master, and by the "adopted" rules to the "court." Which, asks Mr. Snow, is to prevail, the Act and the new rule, or the "adopted" rules? He uses this example to press home, once more, the necessity for the establishment of an office of procedure and practice connected with the Central Office; the official in charge of it to perform the functions briefly stated as follows:—"When any alteration or addition to the existing procedure and practice was considered necessary, such official would make a rough draft of such alteration or additions on lines to be suggested by your lordships' committee. A print of such draft would be forwarded by him to the officials of the Central Office, to the Bar Committee, to the Incorporated Law Society, and other law societies, and printed in the law journals. Criticisms and suggestions, to be sent in by a certain day, would

be invited, and, if necessary, conferences could take place at the office. These suggestions would be sifted and arranged and brought before the Rule Committee for consideration. If necessary, the same consultative process might be repeated. Ultimately, the various suggestions having been considered and decided upon, the committee would finally settle the rules, which would then come into force, with the concurrence, so to speak, of both branches of the profession."

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It may be doubted whether Grantham, J., was not somewhat too scrupulous in differing from Huddleston, B., and declining to dismiss the case of *Engels* v. *Cardinal Manning*, in which the Cardinal was sued by a builder for work done in the building of a charitable institution. The circumstances were peculiar, in that the builder had another person, in Mrs. Abrahams, who was able and willing to pay his account if he could establish its correctness, and hence there was alleged to be a presumption that he had chosen to sue the Cardinal merely in order to put pressure on him to pay without litigation. There were, therefore, two points for consideration—first, whether the affidavits disclosed any ground of action at all against the Cardinal, and, secondly, whether, even if they did, the action was not, under the circumstances, improperly brought. Both of these appear to have been decided by Huddleston, B., in favour of the Cardinal, and by Grantham, J., against him. As to the first, the law is clearly expressed by Bowen, L.J., in *Lawrance* v. *Lord Norreys* (39 Ch. D. 234): "It is an abuse of the process of the court to prosecute in it any action which is so groundless that no reasonable person can possibly expect to obtain relief in it." Now, on the supposition that the Cardinal was really one of a committee of which Mrs. Abrahams was simply the agent, it might be said that there was a case against him; but it appears that the evidence on the affidavits did not go nearly so far as this, and at most shewed that the Cardinal was a trustee of the funds, and generally interested in the work. Hence Huddleston, B., who went by the affidavits, said there was no case, and this was really enough for his decision. Grantham, J., on the other hand, thought that *viva voce* evidence might bring out the necessary facts, and objected to proceeding on affidavits. This, however, was little more than guess-work, and, in any case, he seemed to ignore the law as laid down by Lord Blackburn in *Metropolitan Bank* v. *Pooley* (10 App. Cas., at p. 221), where he said that the court acts in these cases by "informing its conscience upon affidavits." There still remains, however, the question whether, even if there was such a bare chance of success against the Cardinal that the action could not be dismissed on the first ground, it was not, under the circumstances, an abuse of the process of the court. The general principle is that the court shall not be made the instrument of harassing and vexatious proceedings; but, of course, where two parties are liable, and one is willing to fight while the other is not, a plaintiff cannot be compelled to choose the former because by litigation the latter will be worried. But this assumes that there is some equality in their liability. Where, however, one who is perfectly substantial acknowledges liability, and only contests the items of an account, it seems quite in accordance with principle, though possibly not with the language of all the previous cases, that the plaintiff shall not be allowed to decline the contest in order to sue another party whose liability is at least extremely doubtful. This consideration is strengthened when the position of the second party, as in the case of Cardinal Manning, is such as to raise a presumption of other motives. Under such circumstances there seems to be no reason why the court should do more than secure that a plaintiff shall have a full opportunity of establishing his case against a substantial defendant. It is probable that Mr. Justice Grantham allowed too little influence to the special circumstances of the case in deciding a matter which is largely one of discretion.

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Sir Albert Rollit's Bankruptcy Bill, besides the provisions for putting an end to private arrangements, upon which some remarks will be found elsewhere, proposes to alter most materially the existing law as to disclaimer of onerous property by a trustee in bankruptcy. It proposes to abolish the limit of time for disclaimer provided by section 55 of the Bankruptcy Act, 1883, and the provision that a trustee shall not be entitled to disclaim a lease without the leave of the court, and to provide that "a trustee may, before disclaiming a lease, apply to the court for leave to remove tenant's fixtures, or for an order determining any questions arising out of the terms of the lease, and thereupon the court may, after such notices as the court may require, make such order on the application as may seem to the court to be just." The other portions of this remarkable clause provide that "in the case of a lease, if the trustee disclaims the lease after the expiration of twenty-eight days from the date of the adjudication, he shall pay to the lessor [as part of the costs of administration] out of the bankrupt's estate the proportionate amount of any rent accruing due in respect of beneficial occupation under the lease from the date of the receiving order to the date of the disclaimer"; and that "where a trustee has incurred any liability by reason of having omitted to disclaim any onerous property, he shall not be discharged from the liability by his removal from or the resignation of his office, or by any release granted to him in pursuance of section eighty-two of this Act, and any such liability shall not devolve on the official receiver as trustee."

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We are glad to see that Mr. H. W. Challis's article on "The Compulsory Registration of Titles" has been reprinted in pamphlet form, and we hope will be widely circulated. The learned author has appended a postscript, in which he says: "I feel bound to state that, since the foregoing remarks were first published, a gentleman connected with the Office of Land Registry has expressed to me the opinion that they are unjust to the Act of 1875, and that under it the difficulties above narrated in the case of a title under the Act of 1862 could not occur. I leave the question to be decided by the general experience of the profession. My own experience of the Act of 1875 is not favourable; and such as it is, it goes far, in my opinion, to shew that the same difficulties might occur under the Act of 1875. The experience of a single person is necessarily small, because registered titles are exceedingly rare. A learned friend, who began to practise before 1862, and who has probably the largest conveyancing practice of any man at the bar, lately told me that he had not had before him more than six registered titles, counting both Acts together, in all his experience. It is therefore necessary, in forming an opinion, to rely, to a great extent, upon the testimony of other people; and all the testimony (outside the office of Land Registry, where it is quite proper that the eye of criticism should be lenient) which has come in my way has been unfavourable to the Act."

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## CONCEALED FRAUD.

Section 26 of the Statute of Limitation of 1833, which in certain cases saves the bar of the statute on the ground of concealed fraud, affords a tempting means of recovering estates of which an ancestor was improperly deprived; but the action of *Lawrance* v. *Lord Norreys*, which the House of Lords has finally dismissed as frivolous and vexatious, is another warning that the temptation had better be resisted. According to the section the right to recover land, in cases of this kind, is to accrue at the time when the fraud is, or with reasonable diligence might be, discovered; it is provided, however, that the statute shall have its full effect in favour of a *bonâ fide* purchaser for valuable consideration, who has not been concerned in the fraud, and, at the time of his purchase, had no reason to suspect it. In many cases, of course, this proviso is fatal; the land has, since the fraud, gone to a *bonâ fide* purchaser, and there is an end of the matter. But, even if this difficulty does not arise, there are two others which are usually insurmountable. The very fact that the fraud is not discovered till long after the time when it is alleged to have been committed makes it almost impossible to support it by evidence to which the courts will attach the necessary weight; and, should a satisfactory story be put together, there exists an easy way of disposing of it by pointing out that an ancestor might, with due diligence, have discovered the matter years ago. Thus the claimant, who has no *bonâ fide* purchaser standing in his way, has still, not only to discover and prove his story, but also to shew to sceptical judges that no one could, by any reasonable diligence, have discovered it before.

Two well-known cases illustrate the latter difficulty. In *Chetham* v *Hoare* (L. R. 9 Eq. 571) a bill was filed to recover possession

of estates worth about half a million of money which had been in possession of the defendants and their ancestors for 149 years. A clear case of fraud was alleged, but as the action never came to trial, the evidence on which the story rested was not produced. The missing link in the title of the plaintiff and his ancestors was the certificate of marriage of TIMOTHY CHETHAM and HANNAH ASHTON, and for this repeated search had been made At length, on the death of his father in 1863, the plaintiff made fresh efforts, and during a visit to the diocesan registry at Chester, and even then by mere chance, discovered an index of marriages, which shewed that the one in question had been celebrated at Holy Trinity, Salford, in 1724. It appeared that the page with this entry had at one time been gummed or pasted to the opposite page. Repairing then to Holy Trinity, he looked at the corresponding register, but only to find that the whole page, on which the record of the marriage should have been found, had been torn out. This was the foundation of the charge of fraud that was made against the memory of EDWARD CHETHAM, counsellor-at-law, who died in possession of the estates in 1769, but MALINS, V.C., would have none of it. At the outset he commented on the alarming nature of the proposition that a bill could be maintained to recover possession of land, the title to which accrued more than a hundred years before the bill was filed, and said that, if entertained by the court, it would tend very greatly to shake the security of property. Inasmuch, however, as the statute certainly did create the possibility of such a thing, it was necessary, in the interests of society, to insist upon the very strictest interpretation, and this he proceeded to do in examining into the requirement of due diligence. The possible evidence of the marriage was by no means confined to the missing page in the register, and he refused to believe that, for more than a century after the marriage took place, no diligence could have discovered other means of proving it. It may be observed that proof of the marriage would not necessarily be a discovery of the fraud, and from this event it is that the statute makes time run, but no appeal from the decision appears to have been brought, and the action was thus got rid of by demurrer.

The case of *Willis* v. *Earl Howe* (50 L. J. Ch. 4) also shared the same fate, and at the hands of the same judge. There a claim was made to the estates of WILLIAM JENNENS, who died in 1798. Upon the death of his heir-at-law in the following year, RICHARD CURZON claimed to be entitled, and took possession. In 1821 he was raised to the peerage, and the estates had continued in his family ever since. The claimant's story was that the earl was really illegitimate, and that he was all along acquainted with the fact. Hence his taking possession was a concealed fraud, and of this the plaintiff had no knowledge until a communication happened to be made to him in 1879. MALINS, V.C., met the claim, as before, with the objection that there had been a want of due diligence, and stated this in words that almost seem to destroy the saving of section 26 altogether. "If I am to suppose that anyone, in the year 1799, having a valid title, would, without inquiry, allow a person having no title to enter and remain in possession for this number of years, then I say such facts shew gross neglect and want of diligence."

But in spite of this reluctance to give effect to the section, MALINS, V. C., felt bound to do so in *Vane* v. *Vane* (21 W. R. 66, L. R. 8 Ch. 383). The story there set up shewed that Sir FREDERICK VANE was in 1797 on the point of marrying HANNAH BOWERBANK, but the sudden announcement of his intention to do so brought on a premature confinement, and she was delivered of a child in the course of the day. As soon as possible the marriage took place, the register was tampered with, and the child was brought up as legitimate. Ultimately the circumstances came to the knowledge of his younger brother, and an action was brought by him in 1871. As this case again was only argued on demurrer, no proof of the above matters was given; but, assuming them to be true, MALINS, V.C., held that there was a concealed fraud, and that there had been no want of due diligence. The only diligence, indeed, the plaintiff could have used would have been to question his parents as to the time of their marriage, with a view to discover whether his elder brother was illegitimate, and no son could be expected to do this. The decision was upheld by the Court of Appeal (21 W. R. 252).

The present case of *Lawrance* v. *Lord Norreys* (39 Ch. D. 213) resembles in its circumstances and result those previously mentioned. The story was that one JONATHAN LAWRANCE came from America at the beginning of this century to establish his title to extensive estates in the north of England. Ultimately a compromise was effected, under which he entered into possession and so remained till his death in 1816. His heir, LEBIUS LAWRANCE, was in America, and, when the family solicitors were about to communicate with him and forward the documents of title, JOHN TOWNELEY interposed, and persuaded them to conceal the heir's title and hand over the deeds to himself. These he subsequently destroyed, and also removed a tombstone in America which shewed the family history. The plaintiff alleged that these facts were not discovered till 1886, and in that year he began an action in the Queen's Bench Division, but without setting out the fraud. This, he said, he had thought to be unnecessary, and, upon finding that the action would be dismissed as frivolous and vexatious, asked for leave to amend. But the court (Lord COLERIDGE, C.J., and DAY, J.) did not sufficiently believe his story, and refused permission. Then the present action was brought before STIRLING, J., who was likewise disposed at first to treat the allegations as purely fictitious. But ultimately he allowed that they might be substantial, and suffered the action to go on. In the Court of Appeal, on the other hand, the original view prevailed, and it was thought that the plaintiff's conduct in the previous action shewed that the whole story was merely a pleader's fiction. The House of Lords has now gone upon the same ground, and also upon the ground of the earlier cases, that, even if the story were true, yet LEBIUS LAWRANCE was not so ignorant of his position that he might not, immediately on the death of JONATHAN, have discovered his rights.

Taking this case, then, with the others referred to, the great difficulty in gaining the benefit of the section seems to be the impossibility in most cases of shewing due diligence. For this purpose it is not enough to shew that it was only a lucky accident which at length revealed the fraud, but also that there was no other evidence possible by which the claimant or his predecessors, though they might not necessarily have discovered the fraud, could yet have made good their title.

## THE LUNACY ACT, 1890.

### II.

*Part I.—Reception of lunatics (continued).*—Last week we noticed the various modes in which orders are to be made for the reception of lunatics. In general, lunatics are not detained in workhouses, but under special circumstances this was allowed by section 20 of the Lunacy Acts Amendment Act, 1862; and more comprehensive regulations for the same purpose are contained in section 24 of the present Act. In particular, the certificate required from the medical officer of the workhouse will now be more exact, and must state (*a*) that the person in question is a lunatic, with the grounds for the opinion; (*b*) that he is a proper person to be allowed to remain in the workhouse as a lunatic; and (*c*) that there is sufficient accommodation for him, either separate or not separate from the other inmates, according as his condition and their convenience shall require.

Sections 28 to 37 deal with the requirements of reception orders and medical certificates, and contain various matters of importance. Under section 28 (1) every medical certificate is to be made and signed by a medical practitioner—*i.e.*, according to the definition clause (section 341), by a medical practitioner duly registered under the Medical Act, 1858, and the Acts amending the same, and the Medical Act, 1886. Sub-section (2) re-enacts the requirements of section 10 of the Lunacy Act, 1853, that in the certificate, the doctor shall distinguish facts observed by himself from those communicated to him by others, and a reception order is not to be made upon a certificate founded on the latter facts only. In the case of an urgency order, the medical certificate must state (sub-section (3)) that it is expedient for the welfare of the alleged lunatic or for the public safety that he should forthwith be placed under care and treatment, together with reasons for the statement. Sub-section (4) contains a new provision that the certificate shall be evidence of the facts therein appearing, and of the judgment therein stated to have been formed, as though such matters had been verified by oath. Under the Lunacy Act, 1853, s. 4, the medical examination had to be made by each of the two doctors within seven days of reception into the licensed house. Now,

where the order is made on petition, this is necessarily altered to within the same time of the presentation of the petition (section 29 (1)). In the case of an urgency order, however, the medical examination must take place within two days before reception (section 29 (3)). Sections 30 and 32 renew the old restrictions of section 12 of the Lunacy Act, 1853, and section 24 of the Amendment Act, 1862, upon the persons who may sign the medical certificates, excluding the petitioner, the person signing an urgency order, medical attendants at the institution, &c., as well as various relatives of those persons, while section 31 introduces a new provision that one of the certificates accompanying a petition shall, whenever practicable, be made by the usual medical attendant of the alleged lunatic. If this course cannot be adopted, the petitioner must state the reason in writing, and such statement is to be deemed part of the petition. By section 34 (1) amendments may still be made in certificates, and also in reception orders, but it will now be necessary to get the sanction, not only of the commissioners, as formerly, under section 11 of the Lunacy Act, 1853, but also of the judicial authority by whom the order was signed. Hitherto a person who has actually taken possession of a lunatic under an order for reception has had no statutory indemnity for so doing, but has been exposed to the risks of a civil action should it turn out that his interference was improper. This is now altered by section 35, which makes a reception order, if apparently in conformity with the Act, sufficient authority for the petitioner, or any person authorized by him, to take the lunatic and convey him to the place mentioned in the order. In general a reception order must be acted on within seven days of its date, but, upon a medical certificate that the lunatic is not in a fit state for removal, it may be suspended, and is then valid for three days from the time when a contrary certificate has been given (section 36).

Section 38 contains important provisions as to the duration of reception orders. The Select Committee of 1878 reported that the order ought to continue in force for three years only, and that at the end of that period a special report on the patient's state should be made by the medical superintendent, to be repeated at the end of each subsequent year. This, it was thought, would individualize the patient, and direct the attention of the commissioners to his case, while at the same time it would be free from the risk of exciting him. In adopting this suggestion the Legislature have considerably varied the details, and have not very clearly expressed their meaning. The reception order is to expire at the end of a year from its date (sub-section (1)). But by sub-section (4), curiously enough, it is to remain in force for one year after the date by the Act or by the commissioners appointed for it to expire. This looks like a preliminary period of two years altogether. Then there are periods of two and three years, followed by successive periods of five years. At the end of each such period of one, two, three, and five years respectively a special report, with a certificate that the patient is still of unsound mind and a proper person to be detained under care and treatment, must be sent to the commissioners. This must be done not more than one month, and not less than seven days, before the end of each period. If the commissioners think the special report does not justify the certificate, they may make further inquiry, and measures may be taken under section 38 (6) for discharging the patient. The section does not apply to lunatics so found by inquisition, as to whom special provision is made by section 115.

*Part II.—Care and Treatment*.—In this part several important changes are introduced into the law. The first concerns the reports to be made after reception. By section 39, at the end of one month from that event, a report has to be made by the medical officer of the institution, or, in the case of single patients, by the medical attendant, on the mental and bodily condition of each private patient, and transmitted to the commissioners. Thereupon the commissioners are either themselves to visit, or to arrange for someone else to visit, the patient, and, if the case requires such a course, they may make an order for his discharge. This report will be in addition to the notices and statements formerly required by the Lunacy Acts to be made after two and before seven days from reception (Lunacy Act, 1845, ss. 52, 90; Lunacy Act, 1853, s. 24; Amendment Act, 1862, ss. 28, 41), supposing these to be required, as they probably will be, by the rules to be issued under section 338 (1).

Section 40 prohibits the use of mechanical means of bodily restraint, except where it is necessary for purposes of surgical or medical treatment, or to prevent the lunatic from injuring himself or others. In cases where it has to be resorted to, a medical certificate is to be forthwith obtained, describing the means used and stating the reasons. A record of such cases is to be kept from day to day, and a copy of it sent with the certificates to the commissioners once a quarter.

A good deal of discussion took place before the Select Committee as to the way in which the letters of lunatics ought to be dealt with. The previous law is contained in section 40 of the Lunacy Law Amendment Act, 1862, according to which the letters of private patients, written to the commissioners or visitors, were to be forwarded to them unopened. Other letters were to be forwarded as addressed unless the manager interfered, and then they were to be laid before the commissioners on visitors at their next visit. This, however, was found to waste the time of the commissioners and visitors, and, while the law has been made more stringent in one direction, in another it leaves more to the discretion of the manager. It is contained in section 41 of the Act, and a general duty is thereby imposed on managers to forward unopened the letters of all lunatics (not private patients only) addressed to the Lord Chancellor or any judge in lunacy, or to a Secretary of State, a commissioner, a Chancery visitor, or any other kind of visitor, or to the person who signed, or the person who petitioned for, the reception order. The manager may also at his discretion forward to their addresses other letters; but, further than this, nothing is said as to what he is to do with them, and the commissioners may congratulate themselves that the Legislature did not adopt the suggestion of the Select Committee, that all letters not forwarded should be sent unopened to them. A further suggestion was made that notices should be posted up informing the lunatics of their rights, but, while this has been substantially adopted, the Act makes the requirement subject in each case to the discretion of the commissioners. By section 42, whenever the latter so direct, printed notices are to be put up stating (*a*) the rights of every private patient to have letters forwarded under section 40, and (*b*) his right also to request a personal and private interview with a visiting commissioner or visitor at any visit which may be made to the institution where he is. This section, it will be observed, applies only to private patients; the previous one is general. Throughout the Act it is, of course, necessary to bear in mind the distinctions between pauper patients in public asylums, private patients in asylums or in licensed houses, and single patients. As to the last class, section 46 now provides that, with the approval of the commissioners, two or more lunatics may be kept in the same house as single patients.

A further guarantee against improper detention is contained in the new provision of section 49, under which any person, whether a relative or friend of the alleged lunatic or not, can obtain from the commissioners an order for his examination. They must first be satisfied that it is proper for them to grant the order and then two separate examinations, with at least seven days intervening between the first and second, are to be made by two doctors. If they report in favour of the patient's discharge, the commissioners may order accordingly.

Two miscellaneous changes in the management of lunatics are introduced in sections 53 and 55 (7). By the first, males are to be employed in the personal custody or restraint of females only in cases of special urgency, to be reported to the visitors. The penalty for a breach of this rule may be £20. And by the second, the medical officer of a hospital or licensed house may, of his own authority, permit a patient to be absent for a period not exceeding forty-eight hours. Formerly this required the approval of the commissioners or visitors of the person who had signed the reception order: Lunacy Act, 1845, s. 86; Amendment Act, 1862, s. 38.

Section 57 extends the system of boarding out pauper lunatics. This could be done under section 81 of the Lunatic Asylums Act, 1853, and a pauper could be delivered to the care of a relative or friend, but no payment could be made to them. The Select Committee advised a change in this respect, and the suggestion is carried into effect by sub-section (2), which authorizes payment of a sum not exceeding the expenses that would be incurred in the asylum.

With regard to the discharge of patients by the commissioners, section 75 makes an important change. By the Lunacy Act, 1845, ss. 76, 77, the commissioners might make special visits to any private patient, and after two separate visits, with at least seven

days intervening between them, they might discharge him. The necessity for the double visit is now abolished, and the patient may be discharged within seven days of the single visit.

Sections 86—89 introduce facilities for the recapture of lunatics who have escaped from England, Scotland, or Ireland into another of these countries. By section 85 an escaped lunatic may be retaken within fourteen days. The notice of escape which formerly had to be given to the commissioners under the Lunacy Act, 1845, s. 52, will now probably be prescribed by the rules to be issued under section 338 (1).

*Part III.—Judicial inquisition as to lunacy.*—The legal lunatics, those regularly so found by inquisition, number less than a thousand; those of other classes some 65,000. Important modifications are elsewhere made in the Act, so as to assimilate the management of property in both cases, and not improbably the former number will in the future be further diminished. But at present the distinction is maintained, and this part of the Act repeats substantially the existing law as to inquisitions. A change, however, of considerable importance will be found in section 98 (2), which provides for a special finding that the alleged lunatic is of unsound mind so as to be incapable of managing his affairs, but that he is capable of managing himself, and is not dangerous to himself or others. In this case the usual consequences follow with regard to property, but the lunatic is not to be put under personal restraint. It was thought by the Select Committee that the possibility of doing this would remove the temptation to deprive wealthy lunatics of their liberty for the sake of their property. A change, contained in section 106, is ancillary to this, and provides for a partial supersedeas of a commission of lunacy, so that it may be rescinded or varied with regard to the person only of the lunatic, but remain in force with regard to his property.

*Part IV.—Judicial powers over person and estate of lunatics.*—The preliminary sections continue the powers of the present judges who have jurisdiction in lunacy, and of the masters. Section 108 (2) makes provision for the partial orders as to the estate only of the lunatic which will follow upon the partial findings just referred to. Section 115 introduces important changes as to the duration of orders for the commitment of the person. These are made to depend, like reception orders, on special reports. At first they are to be made at the end of one, three, and six years respectively from the commencement of the Act, and then at intervals of five years. Such are the periods named, though it is not very intelligible why they have been chosen, and why they differ from the corresponding periods in the case of other lunatics (section 38). In the absence of such report, and of a certificate that the patient is still of unsound mind, the masters are to make inquiry on their own account, and if not satisfied as to the continuance of the lunacy, the order for commitment of the person is to determine. This, however, will not affect the order so far as relates to the estate of the lunatic

## THE BANKRUPTCY BILL, 1890.

A CORRESPONDENT sends us the following observations on the Bill now before Parliament "to amend the law of Bankruptcy":—

The Deeds of Arrangement Act, 1887 (50 & 51 Vict. c. 57), was passed for the protection of the trading community; it provides that all such deeds of arrangement or composition should be duly registered for public information, and I believe I am correct in assuming that the number of dividend-paying private arrangements, registered since the Deeds of Arrangement Act came in force, would be quite equal to the number of dividend-paying bankruptcies. The private arrangements must necessarily in all cases provide for a substantial dividend being paid, or creditors would not assent to such deeds, while bankruptcy statistics prove that, in a very considerable portion of bankruptcy cases, no dividend is paid. Under these circumstances the Board of Trade has determined to make an effort, as far as possible, to render the Deeds of Arrangement Act a nullity, and to sweep the whole of the insolvency business into the "official net." Should this intention be carried out I am strongly of opinion that it would be most prejudicial to the interest of creditors, as it seems to me that creditors should have the opportunity of judging the conduct of their debtors and deciding whether the winding up of a debtor's estate should be carried out by creditors themselves under a deed of arrangement, or the matter handed over to the Bankruptcy Court. Why should Government step in and prevent such arrangements? It seems contrary to sound commercial policy, and it is, in the case of honest and unfortunate men, very hard that they should be branded with the stigma of bankruptcy, and prevented, as far as possible, from re-engaging in business and continuing to trade with those creditors who would be only too anxious to re-establish a connection with them.

I propose to point out the objects which the Board of Trade has in obtaining the enactment of certain clauses in the Bill now before Parliament. It was, I believe, stated in Parliament that the Bill emanates from the chambers of commerce. I have, however, been informed, upon unimpeachable authority, that the bulk of its provisions have not received the attention of such chambers, and that the clauses to which I propose to specially draw your attention, have been prepared by and under the direction of the Inspector-General in Bankruptcy.

Section 1.—"A debtor commits an act of bankruptcy in each of the following cases:—(*a.*) If execution against him has been levied by seizure of goods under process in an action in any court, or in any civil proceeding in the High Court, and the goods have been either sold or held by the sheriff for *seven* days. (*b.*) If he suspends payment of his debts; or by himself, or through any other person, informs any of his creditors that he has suspended, or that he is about to suspend payment of his debts, or offers a composition in satisfaction of his debts, or submits, or is privy to submitting to any of his creditors a statement shewing that he is insolvent."

This is intended to facilitate the making of traders bankrupt.

Section 2.—The first sub-section paragraph (*a*) of the 6th section of the principal Act, which enacts that a creditor shall not be entitled to present a bankruptcy petition against a debtor unless the debt owing by the debtor to the petitioning creditor, or two or more creditors join in the petition the aggregate amount of debts owing to the several petitioning creditors amounts to fifty pounds, shall be read and construed as if the word "*twenty*" had been substituted for the word "fifty."

This also has the same effect as the previous section. It must be very doubtful if the multiplication of bankruptcies can be beneficial to the trading community.

Section 3.—"The period during which the act of bankruptcy, on which a bankruptcy petition is grounded, must have occurred, the maximum period for relation back of the bankruptcy, and the maximum period for the avoidance of fraudulent preferences, shall respectively be *six months* instead of three months, and accordingly in sections 6, 28, sub-section (3) (*f*), 43, and 48 of the principal Act, '*six months*' shall be substituted for 'three months.'"

This allows six months instead of three months after a debtor has executed a deed of arrangement, within which a bankruptcy petition may be presented against him to the prejudice of the deed of arrangement; and consequently a trustee under such a deed would have to hold the proceeds of the estate in hand for six months instead of three months as at present, thus unnecessarily delaying the payment of a dividend. Surely three months is sufficient time to allow dissenting creditors to make up their minds whether to present a petition or not. If any alteration is made, the period should be reduced to one month.

Section 8, sub-section 2 (*a*).—2. "A person shall be deemed not fit to act as trustee of the property of the bankrupt in the following, among other cases:—(*a*) Where there are reasonable grounds for believing that he is accountable to the estate."

The intention of this is to punish the trustee who has acted under a deed of arrangement, by preventing him from acting as a trustee in a bankruptcy which might follow the execution of that deed within the specified period, and thus to deter persons from acting as trustees under a deed.

Section 19 (1).—"Section 121 of the principal Act (which empowers the court to order that a debtor's estate be administered in a summary manner), shall have effect as if for the words "*three hundred pounds*" were substituted therein the words "*five hundred pounds.*"

It was expressly enacted by section 121 of the Act of 1883, that official receivers should only act as trustees in summary cases, that is to say, where the estate did not exceed the value of £300,—it is now proposed to raise this limit to £500, — in order to secure the exclusion of creditors, or their nominees, from acting as trustees in such cases.

The second sub-section of the above section of the new Bill proposes to enact that if the creditors desire to appoint their own trustee, they must do so by a resolution to be carried not only by a majority in number, but three-fourths in value of the proved debts. This proportion in practice would be so difficult to obtain, in the face of the official receiver's influence, that it could rarely be carried; here again is an attempt to override the wishes of a majority of the creditors, and to compel the estate into official hands. The voting in the cases over £500 (non-summary) would only require a majority in value to elect a trustee.

The Deeds of Arrangement Act, 1887 (which operated from the 1st of January, 1888), having been found to work well, and to have

been resorted to in the great bulk of dividend-paying insolvencies, it seems a pity that the privileges allowed and confirmed to creditors under that Act should be practically taken away by another Act coming into operation within less than three years, especially as, under the Act of 1883, it is quite open to any creditor or creditors whose debt or debts amount to £50 to file a bankruptcy petition against the debtor immediately the deed has been executed, using that deed, in fact, as the "act of bankruptcy" on which to ground the petition. The expenses of bankruptcy, hedged round as it is with officialism, and the waste caused to estates by hasty realization, are common knowledge to all persons who do business with the class from which insolvents are principally drawn, and it is the desire to avoid the loss thus caused that chiefly induces creditors to avail themselves of the Deeds of Arrangement Act.

The proportionate amount of bankruptcy amongst the better class of traders is exceedingly small, and the great majority of failures occur amongst a very inferior class; it is therefore of the highest importance that, as before pointed out, creditors should not be deprived of the power to discriminate as to the conduct of their debtors, and that they should have absolute discretion to have the estate administered, either by deed of arrangement or through the medium of the Bankruptcy Court, as they may think best. I therefore suggest that the right of creditors to resort to deeds of arrangement, assignment, or composition should remain unimpaired, and that the attempt of the Board of Trade to impair such rights should be strenuously resisted, and, therefore, such clauses in the new Bill as will in any way increase the difficulties of carrying these deeds into effect should be struck out.

## REVIEWS.

### COUNTY COURT PRACTICE.

PROCEDURE AND PRACTICE IN THE COUNTY COURTS; INCLUDING EQUITY, ADMIRALTY, AND PROBATE JURISDICTION, AND THE EMPLOYERS' LIABILITY ACT; WITH AN APPENDIX OF ALL THE STATUTES REGULATING COUNTY COURT PROCEEDINGS; THE COUNTY COURT RULES AND FORMS, 1889, WITH CORRECTIONS AND AMENDMENTS TO DATE; RULES UNDER THE GUARDIANSHIP OF INFANTS ACT, THE LAW OF DISTRESS AMENDMENT ACT; AND ALL REPORTED CASES TO MARCH, 1890. THIRD EDITION. By J. GORDON MCCULLAGH, Barrister-at-Law. Waterlow Bros. & Layton (Limited).

The author of this useful work is to be congratulated on the fact that the issue of the present edition is attributable to the exhaustion of the second edition within a year of its publication. Though the volume before us cannot, and does not, lay claim to being a complete practice of the county courts, it certainly has merits of its own, which, apparently, have met with prompt recognition from the profession. It belongs to the class of legal text-books commonly termed "inexpensive legal manuals," for which, at the present day, there appears to be a considerable demand. Having so recently noticed Mr. McCullagh's work, it is quite unnecessary on the present occasion to bestow detailed criticism upon it; but we may remind our readers that it deals in an adequate, if not exhaustive, manner with the jurisdiction and practice of the county courts in ordinary cases, in probate matters, and in admiralty. The special statutory jurisdiction of the county courts is, however, but briefly noticed, though an exception is made in favour of the Employers' Liability Act, to which an entire chapter of seventeen pages in length is devoted. The jurisdiction and practice in bankruptcy of the county courts is, in Chapter I., dismissed by the author in a very few words, as these subjects do not properly fall within the scope of his work, though section 122 of the Bankruptcy Act, 1883, which empowers the county courts to make administration orders, instead of directing payment by instalments of judgment debts, together with the general rules made under the provisions of that enactment, are set out in full in the appendix. The present edition of Mr. McCullagh's work contains, we believe, all the reported cases to March, 1890, such cases as *Reg.* v. *Judge of Bloomsbury County Court* (38 W. R. 320) and *Hodgson* v. *Bell* (38 W. R. 325), which were decided or reported while the volume before us was going through the press, being placed in the addenda. We notice, however, that the recent and important case of *Oliver* v. *Lewis* (W. N., 1889, p. 224), on which we have previously had occasion to comment in these columns (*ante*, p. 150), is, by mistake, referred to in the table of cases as *Oliver* v. *Hawes*, which is somewhat misleading. The name is rightly given in the text at p. 242.

### THE LAW QUARTERLY.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. Stevens & Sons (Limited).

This number of the *Law Quarterly Review* contains its usual complement of interesting articles. The most important is, undoubtedly, that of Mr. Kenelm E. Digby, in which he calls attention to the great stride that has recently been taken with regard to the law of conspiracy in Ireland. The exact limits of the offence in England are by no means certain, but the judges here have, at any rate, not gone to the length of holding that a combination to procure the breaking of a contract is a criminal conspiracy, and, indeed, it is doubtful whether a combination to commit any merely civil injury, otherwise than by fraud, comes within this category. As a matter of fact, the law on the matter seems to lend itself very easily to prevailing notions as to what the public safety requires, and justifies Mr. Justice Stephen's remark that "agreements between more persons than one to carry out purposes which the judges regard as injurious to the public" have frequently been held to amount to conspiracies (Digest of the Criminal Law, Article 160). In "Registration—or Simplification—of Title?" Mr. H. Greenwood commences a series of articles on current proposals with regard to land transfer. To Mr. Challis's article on "The Compulsory Registration of Titles" we have already called attention (*ante*, p. 358). In a very interesting article on "The Law of Maintenance and Champerty," Mr. A. H. Dennis points out that the present rules are founded on considerations of public policy that have long been obsolete, and argues in favour of allowing solicitors to bargain for a share of the spoil. He instances the case of *Strange* v. *Brennan* (15 Sim. 346), where a lady, after trying many solicitors in vain, at length succeeded in getting one to take up her case in consideration of receiving 10 per cent. on what might be recovered. The fund was recovered, but Shadwell, V.C., refused to allow the 10 per cent. "Here," Mr. Dennis says, "the lady would never have got her rights but for the champertous agreement." Probably, however, the Legislature will suffer a good many hard cases like this before they sanction a general change in the law. In "Statutory Changes in the Doctrine of Co-Service in the United States," Mr. W. M. McKinney shews how the strictness of the common law rule against the liability of employers, itself quite recent, has been very generally relaxed with regard to persons employed by railway companies, while in Alabama and Massachusetts the provisions of our Employers' Liability Act, 1880, have been in the main reproduced. With regard to the *Rio Tinto case* in Paris, Mr. Malcolm McIlwraith shews that the Court of Cassation has rejected the right of a creditor to prove in bankruptcy in respect of loss sustained by breach of contract. The articles conclude with a notice by Mr. Elton of two works on Dartmoor, one a history of the rights of common upon the Forest of Dartmoor, with Mr. Stuart A. Moore's report to the society which has undertaken its preservation, and the other an account of its antiquities, by Mr. J. L. W. Page. The latter gives an interesting account of the old customs of tin-bounding and of the commoners' rights.

## CORRESPONDENCE.

### A COUNTY COURT SCANDAL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can any of your readers suggest any remedy for the writer in the circumstances given below? The text-books lay it down as a principle of English law that there is no wrong without a remedy, but this is a mockery, delusion, and a snare; and it is shewn to be so by the exceptions to it.

Several years ago I was appointed receiver of all moneys payable to the registrar of a county court, the appointment being made by and given under the hand of the judge of the court, and approved by the treasurer. I was required (quoting the appointment), considering the peculiar and exceptional position of —— as registrar, to act as receiver of all moneys then in or that might thereafter come into the possession of or be payable to the registrar or his clerks, or the high bailiff, or his assistants, and, *on behalf of the treasurer of the court*, to hold and pay out the same to suitors, to issue certificates under warrants, to do any needful acts as regards the disbursement of county court moneys as occasion might require, and to have sole control of the same until a definite arrangement had been made in respect of the office of registrar. The registrar was not removed from his office, and in a little more than six years was reinstated.

About three thousand pounds per annum passed through my hands during those years. At the outset of the receivership I wrote to the treasurer as to the remuneration for the office and duties. He replied:—"You need be under no apprehension whatever as to your remuneration and position. The proper time for dealing with these definitely has hardly arrived, and, pending their settlement, any anxiety on your part would be quite uncalled for." The treasurer eight years afterwards admitted—verbally and by letter—there was something due to me; but, strange to say, he, the prime mover in this business, whilst admitting that I was entitled to be remunerated, never paid me, but sheltered himself under a protective clause

in the County Court Acts, and refused to pay, saying there was no fund to pay from. The registrar, when reinstated, said the receiver was appointed behind his back *nolens volens*, and also refused to pay. The judge who made the appointment died in the *interim*, and the judges who succeeded him, like the Pharaohs of old, knew not Joseph, and I have not been paid to this day.

I have made many applications at various times since the appointment in reference to my position: to the judges of the court, to the treasurer, once to the superintendent of the County Courts Department of the Treasury, thrice to the Lords Commissioners of the Treasury, and to all with the like result. J. WHEATCROFT.

Belper.

# CASES OF THE WEEK.

## Court of Appeal.

**HOPKINS *v.* SMETHWICK LOCAL BOARD**—No. 1, 22nd April.

LOCAL GOVERNMENT—DEMOLITION OF HOUSE—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c 55), s. 158.

This was an appeal from the decision of a divisional court (Denman and Wills, JJ.). On October 12, 1888, the plaintiff, being desirous to build on certain property of his within the defendant's district, deposited with them, under section 158 of the Public Health Act, 1875, plans of the proposed buildings. These plans were considered by the board and rejected, and notice of the rejection, and of the reasons for it, was given to the plaintiff. New plans were sent in by him, and were also rejected, and this happened a third time. The plaintiff then, without receiving any authorization from the defendants, commenced to build. The defendants thereupon served him with notice to remove the buildings, and, on his non-compliance, passed a resolution for the demolition of the buildings. No notice of this resolution was given to the plaintiff, but the defendants, in accordance with it, entered upon the plaintiff's land and demolished the buildings. The present action was then brought for trespass. Pollock, B., nonsuited the plaintiff, but the Divisional Court held, on the authority of *Cooper* v. *Wandsworth Board of Works* (14 C. B. N. S. 180,, that the defendants had no right to pull down the buildings without giving the plaintiff notice of their intention to do so, and entered judgment for the plaintiff for the agreed amount of damages. The defendants appealed, but

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.), without calling on counsel for the plaintiff, dismissed the appeal. LORD ESHER, M.R., said that the power which the local board had assumed to exercise, of entering upon the plaintiff's land and demolishing his house, was one which affected his property in a highly penal manner. It therefore behoved those who had the authority to exercise that power to follow every necessary step with the strictest care. The cases of *Cooper* v. *Wandsworth Board of Works* and *Masters* v. *Pontypool Local Government Board* were authorities to shew that a local board ought not to pull down a building without giving the owner an opportunity of shewing cause why it should not be pulled down. The court were not asked to overrule those cases, and they entirely agreed with the principle laid down by them. However wrongly the plaintiff might have acted, and however rightly the defendants, it was a trespass for them to pull down these buildings without giving him notice of their intention to do so. FRY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *Alfred Young* and *Shakespeare*; *Jelf*, Q.C., and *Vachell*. SOLICITORS, *Robinson & Co.*, for *W. Shakespeare*, Birmingham; *Pattison, Wigg, & Co.*, for *H. G. & J. E. Hill*, Birmingham.

**MACDOUGALL *v.* KNIGHT**—No. 1, 17th April.

LIBEL—PRIVILEGE—REPORT OF JUDGMENT OF JUDGE—PREVIOUS ACTION ON SAME REPORT.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Mathew, J.) In June, 1884, a judgment was delivered by North, J., in an action of *Macdougall* v. *Knight*. The defendants published this judgment alone in the form of a pamphlet, and the plaintiff brought an action against them in respect of such publication, alleging that certain specified portions of the judgment were defamatory. At the trial before Huddleston, B., the jury found that the report was an accurate report, and was published *bonâ fide* and without malice. The Divisional Court and the Court of Appeal refused to order a new trial, and the plaintiff appealed to the House of Lords, who dismissed the appeal (14 App. Cas. 194). In the course of their judgments, however, the Lord Chancellor and Lord Bramwell expressed a doubt whether a report of the judgment alone of a judge must necessarily be privileged unless it gave a fair and accurate account of what took place at the trial, and gave reasonable opportunities to the reader to form his own judgment as to the conclusion to be drawn from the evidence given, but said that that question had not been raised. The plaintiff then brought the present action in respect of other specified statements in the report of the judgment, and at the same time raised the question suggested in the House of Lords. The master and judge at chambers, upon the application of the defendant, struck out the action as vexatious, but the Divisional Court, on the authority of *Brunsden* v. *Humphrey* (14 Q. B. D. 141), thought that the plaintiff might bring a fresh action in respect of each several statement in the pamphlet, and therefore gave the plaintiff liberty to proceed with the action upon paying the costs of the former action. The defendant appealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) allowed the appeal, and directed the action to be struck out. LORD ESHER, M.R., said that the questions left to the jury in the first action were practically two. First, was the report a fair and accurate one; secondly, was it published without malice. These questions had been decided by the jury in the defendant's favour. The publication without malice of an accurate report of what had been said or done in a judicial proceeding in a court of justice was a privileged publication, although what was said or done would, but for the privilege, be libellous against an individual, and actionable at his suit. This was true, even although what was thus published purported to be, and was, a report, not of the whole judicial proceeding, but only of a separate part of it, if the report of that part was an accurate report and was published without malice. The two questions left to the jury in the previous action therefore disposed of it, and in this action what other questions were there which could be left to them? It was true that the allegations complained of were not the same in the second action as in the first, but they were in the same pamphlet. The whole pamphlet was before the jury in the first action, and it was not open to the plaintiff to bring separate actions for every allegation contained in it. The action was brought in respect of the publication, and not of the particular items. The Divisional Court had misapprehended the decision of *Brunsden* v. *Humphrey*. In that case, as it had been understood by the text-writers, it was laid down that separate actions might be brought where separate rights of the plaintiff had been infringed by one act of the defendant. That was because they were separate rights, and that was not the case here. As to the doubt expressed by the two members of the House of Lords, for whom he felt the most profound respect, he could only most earnestly hope that that doubt might speedily subside when the question came to be argued before them. To compel the reporter to justify the judgment which he reported would be imposing such a fetter on the daily practice of the press, and would be so contrary to public policy that, even in spite of the doubts of two of the most learned men in the kingdom, he could not accede to it. It was only a doubt, and in no sense a decision; therefore the judgment of the court in the previous action, to which he entirely adhered, still stood. The present action, therefore, was in every way precisely the same as the previous action, and could have but one result if the plea of *res judicata* was put in. Therefore it must be struck out as being frivolous and vexatious. FRY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *Sir E. Clarke*, S.G., and *Blake Odgers*; *Oswald*. SOLICITORS, *Torr Janeways, Gribble, & Oddie*, for *Payne & Fuller*, Bath; *Walter Hockin*.

**ELDER *v.* CARTER**—No. 2, 21st April.

PRACTICE—ORDER FOR PRODUCTION OF DOCUMENTS BEFORE TRIAL BY PERSON NOT PARTY TO ACTION—R. S. C., XXXVII., 7.

The question in this case was, whether an order can be made before the trial of an action for the production of documents by a person not a party to the action. Rule 7 of order 37 provides that "the court or a judge may in any cause or matter at any stage of the proceedings order the attendance of any person for the purpose of producing any writings or other documents named in the order which the court or judge may think fit to be produced: Provided that no person shall be compelled to produce under any such order any writing or other document which he could not be compelled to produce at the hearing or trial." The present action related to the right to some shares in a company. The company was not a party to the action. On a summons by the defendant, a divisional court of the Queen's Bench Division (Huddleston, B., and Grantham, J.), before the trial, made an order for the production by the company before the master in chambers of their books, and that the defendant should then be at liberty to inspect the books and make copies or extracts. On the appeal reference was made to *Central News Co.* v. *The Eastern Telegraph Co.* (28 SOLICITORS' JOURNAL, 254, 53 L. J. Q. B. 236), and *Straker* v. *Reynolds* (37 W. R. 379, 23 Q. B. D. 262). In the latter case a divisional court refused to make an order for the inspection of documents in the possession of a third party.

THE COURT (LINDLEY and BOWEN, L.JJ.) reversed the decision. LINDLEY, L.J., said that the order was one of which he had never before seen the like. Rule 7 must be regarded as giving effect to the former practice under the Common Law Procedure Act, 1854, with an extended power for the court to order the production of documents at any time during the course of an action or matter, but not as giving any new right of discovery against persons not parties to the action. It was clearly settled that a person could not be made a party to an action merely for the purpose of discovery; much less could discovery be obtained on a summons against a person not a party. None of the cases cited was an authority in favour of the order which had been obtained. BOWEN, L.J., concurred.—COUNSEL, *C. Johnston Edwards*; *Vennell*. SOLICITORS, *Burn & Berridge*; *H. C. Barker*.

**VADALA *v.* LAWES**—No. 2, 22nd April.

FOREIGN JUDGMENT—ACTION TO ENFORCE—DEFENCE OF FRAUD.

This was an appeal from an order made by a divisional court (Denman and Wills, JJ.) for a new trial of the action. The action was brought to enforce a judgment which the plaintiff had obtained in Sicily for 101,343 lire and interest in respect of bills of exchange. The plaintiff was a stock and share broker in Sicily. The defendant carried on business in England as a chemical manure manufacturer, and he had appointed one Reynolds by power of attorney his representative in Sicily. In 1881 Reynolds accepted seventeen bills of exchange for sums amounting to 101,343 lire, drawn by the plaintiff, signing them as on behalf of the defendant. In November, 1881, Reynolds absconded, and the plaintiff

applied to the defendant for payment. The defendant refused to pay, and the plaintiff took proceedings against him in Sicily and obtained a judgment, on which the present action was brought. At the trial before Charles, J., the defendant's counsel stated that he raised two defences, both of them of fraud by the plaintiff — first, that the transactions between the plaintiff and Reynolds in respect of which the bills were given were not commercial transactions in the proper sense, but mere stock exchange gambling, and that the plaintiff had concealed this fact from the foreign court. Secondly, that the bills produced were not those which had been really signed by Reynolds. The question arose whether both these defences were raised by the pleadings. The statement of defence contained the following allegation:—"The plaintiff, by fraudulently concealing from the Italian court the true transactions between the plaintiff and Reynolds, and by inducing the said court to believe that the said bills of exchange fraudulently prepared as herein mentioned were accepted by Reynolds as the result of commercial transactions entered into by Reynolds on behalf of the defendant, obtained each of the said judgments." The following particulars of the fraud charged were delivered in pursuance of an order of the court:—"The bills of exchange were given for the purpose of enabling Reynolds to repay to the plaintiff moneys lost by Reynolds in speculative and gambling transactions to the plaintiff. Reynolds, being impecunious and unable to meet his liabilities in respect thereof to the plaintiff, gave the said bills or acceptances, which were discounted by the plaintiff, who kept the proceeds of the said bills and appropriated the same to payment of the debt due to him from Reynolds. The plaintiff concealed from the said court the facts above mentioned, and induced the court to believe that the bills were discounted in the ordinary course of business with the authority of the defendant." At the trial Charles, J., stopped the defendant's counsel when cross-examining the plaintiff as to his accounts, with a view of shewing that the transactions were mere gambling transactions and not genuine mercantile dealings. The learned judge held that the real substance of the defence was, a charge against the plaintiff of having commenced an action upon false bills—bills which he was alleged to have manufactured himself, and which Reynolds never signed—and that he then possessed himself of the false bills, and substituted for them, by conspiracy with Reynolds, bills really signed by Reynolds, but which were in no sense the results of any commercial transaction or of any other transaction. The learned judge was of opinion that that was the charge which the plaintiff came to meet, and that he ought not to be called on to enter into every item in the account. The Divisional Court granted a new trial.

THE COURT (LINDLEY and BOWEN, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the defence raised in the Italian court was that the bills were given by the agent of the defendant in respect of gambling transactions and without the defendant's authority. If that defence could be established, of course the defendant would not be liable. That defence was tried on its merits, and was decided in favour of the plaintiff, and judgment was given for the amount of the bills. Upon that judgment the present action was brought. It was said by the plaintiff that there was only one defence raised to this action—viz, that the judgment in the Italian court was obtained by fraud of this nature—that the Italian court was imposed upon by the wrong bills being produced. That defence was obviously open on the pleadings, and it was tried by Charles, J., and found in favour of the plaintiff. It was said by the defendant that he had also raised the defence that the plaintiff had imposed on the court in Italy by representing fraudulently that the bills were commercial bills when they were not. In his lordship's opinion, though the pleadings were not very clear, this defence was sufficiently raised. The particulars shewed that there could have been no surprise on the plaintiff, and at any rate leave to amend could be given. But it was a question of substance whether the court could allow such a defence to be pleaded. There were two clear rules with regard to actions on foreign judgments. One was that fraud in obtaining such a judgment was a defence to an action upon it. The other was that the English court could not go into the matters which had been tried in the foreign court. The question was, whether the defence of fraud could be gone into when it could not be decided without also going into the matters in controversy in the foreign court. In his lordship's opinion *Abouloff* v. *Oppenheimer* (10 Q. B. D. 295), on which the Divisional Court had relied, shewed that in such a case the defence of fraud could be raised here. BOWEN, L.J., concurred.—COUNSEL, *Finlay*, Q.C., *A. T. Lawrence*, and *Leslie*; *Sir R. Webster*, A.G., and *English Harrison*. SOLICITORS, *Markby, Stewart, & Co.*

*Re* DAVIES, ISSARD *v.* LAMBERT—No. 2, 23rd April.

PRACTICE—EVIDENCE IN CHAMBERS AFTER TRIAL—TIME FOR CLOSING EVIDENCE—ORDER FOR CROSS-EXAMINATION—RIGHT TO FILE AFFIDAVITS AFTER CROSS-EXAMINATION—DISCRETION OF JUDGE—R. S. C., XXXVII., 21, 22; XXXVIII., 25—28

This was an appeal from a decision of Chitty, J. (*ante*, p. 399). The question was, whether, after affidavits had been filed upon inquiries and accounts in chambers, in pursuance of the judgment at the trial, and an order had been made for the cross-examination of the plaintiff, and he had accordingly been cross-examined, the defendants were entitled to file further affidavits. The plaintiff was the surviving trustee of a will; the defendants were the executors of the residuary legatee. An account had been stated between the plaintiff and the legatee, and the plaintiff had given a promissory note for the amount which was shewn to be due to the legatee. By this action the plaintiff sought to set aside the promissory note, and to have an account taken. The judgment at the trial directed accounts and inquiries. Chitty, J., held that, though there was no hard and fast rule, and the judge had a discretion, it was the ordinary settled practice in chambers not to make an order for cross-examination until the evidence by affidavit was complete, and after that further affidavits could not be filed without leave. If the defendants could make out a special case, the refusal of their present application would not prejudice their making a fresh one.

THE COURT (LINDLEY and BOWEN, L.JJ.) affirmed the decision. LINDLEY, L.J., said that his decision was (as was that of Chitty, J.) without prejudice to any application for further time to file affidavits which the defendants might make on special grounds. But it was said that the order was not warranted by the rules or by the ordinary practice. The rules appeared to be silent on the point. His lordship had no doubt that, as North, J., held in *Re Chifferiel* (36 W. R. 806, 32 SOLICITORS' JOURNAL, 576), the judge in chambers had power to fix a time for the closing of the evidence, but, independently of that, there was no provision in the rules. It had, however, been found convenient in chambers to lay down the rule that, under ordinary circumstances, if a party wished to cross-examine a witness, he must wait till all the evidence had been put in. That practice had been found to work well, and there was no reason why this court should say anything to condemn it. The practice was perfectly well understood, and everyone who was familiar with the practice in chambers knew that, under ordinary circumstances, he could not obtain an order for cross-examination until all the evidence had been put in. In the present case everything proceeded on this footing; the defendants' solicitor was warned by the plaintiff's solicitor that, if he obtained an order to cross-examine the plaintiff, he would not afterwards be able to file affidavits. The court was asked to condemn this practice. If a hard and fast rule had been laid down his lordship would condemn it. But that was not so. Chitty, J., said that he had a discretion in the matter, and that no special grounds had been shewn for departing from the ordinary practice. His lordship could not differ from this exercise of discretion. BOWEN, L.J., said that the rules had left the time at which the cross-examination of a particular witness was to take place in the discretion of the judge. This being so, it was obviously for the convenience of business to say that as a general rule, in the absence of special circumstances, cross-examination was not to take place until the evidence was complete. This was not a hard and fast rule, and it might be necessary hereafter to give the defendants leave to add to their evidence. The Court of Appeal had always accepted it as reasonable that a judge, who had a discretion reposed in him as to a particular matter, should indicate to the practitioners who came before him every day the lines upon which in ordinary cases he should exercise his discretion, without laying down any hard and fast rule. His lordship had no doubt that in the present case the managing clerks understood what was the ordinary practice.—COUNSEL, *Swinfen Eady*; *Romer*, Q.C., and *McSwinney*. SOLICITORS, *Minshall, Parry-Jones, Woosnam, & Smith*, for *Martin Woosnam*, Newtown, Montgomeryshire; *Talbot & Quayle*, for *Talbot & Wood*, Newtown, Montgomeryshire.

BAIRD *v.* WELLS—No. 2, 23rd April,

An appeal from the decision of Stirling, J., in this case (*ante*, p. 320) was withdrawn by the plaintiff.

## High Court—Chancery Division.

MACNEE *v.* THE PERSIAN INVESTMENT CORPORATION (LIM.)—Chitty, J., 18th April.

INJUNCTION—ILLEGAL COMPANY—FOREIGN LOTTERY—CONCESSION—LOTTERY ACTS—9 GEO. 1, c. 19, s. 4; 6 & 7 WILL. 4, c. 66.

In this case the plaintiff, a shareholder of the defendant company, suing on behalf of himself and other shareholders, moved for an *interim* injunction restraining the company from acquiring or dealing with a concession by the Shah of Persia to carry on lottery loans in Persia, which concession the company had contracted to purchase from the grantees, on the ground that such acquisition was an unlawful "erecting of a foreign lottery" within the prohibitions of 9 Geo. 1, c. 19, s. 4. The plaintiff also asked for an *interim* injunction restraining the company and its directors from issuing a certain prospectus stating the acquisition of the concession and its value and importance, and some details with reference to the issue of the lottery loans, such as that the headquarters of the system would be in Persia, but that agencies would be effected in the chief eastern cities, and that at least five issues per annum would be made. He submitted that the prospectus was an unlawful advertisement or notice of a foreign lottery within 6 & 7 Will. 4, c. 66. He also submitted that any future prospectus must, from the nature of the business, be illegal, and that if the company should persist in carrying on its business it must necessarily render itself obnoxious to the law.

CHITTY, J., said it was admitted by the plaintiff that the company was not acting *ultrà vires* its memorandum of association. With respect to the statute (9 Geo. 1, c. 19, s. 4), he held that there was nothing in it which prevented English subjects from combining to carry on foreign lotteries in foreign States. With regard to the statements in the prospectus, they were not advertisements within the mischief of 6 & 7 Will. 4, c. 66. Were he to hold otherwise he would be admitting that any statements in a public newspaper about the existence of foreign lotteries were in as illegal. There was no foundation for the plaintiff's contention that the company must necessarily violate the law if it continued its business. But however that might be, the answer was that any agents of the company, if they were to violate the law, would be personally responsible, and not the plaintiff. The plaintiff had no sufficient interest which entitled him to an injunction, and as the motion was agreed to be treated as the trial of the action, he dismissed the action, with costs.—COUNSEL, *Byrne*, Q.C., and

*J. G. Wood*; *Romer*, Q.C., and *G. F. Hart*. Solicitors, *Faithfull & Owen*; *Michael Abraham, Sons, & Co.*

PEISCHEL *v.* PARIS—Chitty, J., 23rd April.

Will—Charity—Annuity—Gift of Principal.

In this case a testator, who died in 1821, bequeathed £40,000 3 per Cent. Annuities to trustees, upon trust, out of the dividends, to pay every year the amounts stated to certain charities named, such annuities amounting in all to £1,200. In 1830 a scheme was settled. It was now contended by some of the charities that they were entitled to have paid out to them the capital sums representing their annuities, on the principle that the gift of the income of a fund is a gift of the whole fund: *Bent* v. *Cullen* (19 W. R. 368, L. R. 6 Ch. 235).

Chitty, J., said that there was no authority for applying the doctrine of cases like *Bent* v. *Cullen* to charitable gifts. The object of the application was to enable the applicants to invest in higher paying securities, and thereby endanger the fund. What the testator contemplated was, that the fund should be kept whole and intact. If the income diminished the annuities would proportionately abate. If any of the charitable objects should fail the fund would be applicable *cyprès*. The application was dismissed.—Counsel, *Byrne*, Q.C., and *W. Morshead*; *Romer*, Q.C., and *Vaughan Hawkins*; *R. J. Cust*, *Micklem*, and *G. J. Talbot*. Solicitors, *Hanbury, Hutton, & Whitting*; *Beacheroft, Thompson, & Co.*; *F. A. & A. C. Doyle*.

*Re* MORRIS, MORRIS *v.* FOWLER—Chitty, J., 18th April.

R. S. C., XLIV., 2; LXVII., 4—Attachment—Non-appearance—Service of Notice of Motion.

In this case, a party not having entered appearance, the proceedings had been filed, in pursuance of ord. 67, r. 4, in the Writ, Appearance, and Judgment Department of the High Court in lieu of personal service. A motion was now made for leave to issue a writ of attachment against the said party for disobeying an order to pay money into court.

Chitty, J., held that the notice of motion was sufficiently served by being filed under ord. 67, r. 4. *Re A Solicitor* (28 W. R. 529, 14 Ch. D. 152) was cited. Counsel, *E. E. Brydges*. Solicitors, *Peacock & Goddard*, for *Brydges & Mellersh*, Cheltenham.

THE MAYOR, &c., OF BACUP *v.* SMITH—Chitty, J., 23rd April.

Public Heath Act, 1875, ss. 4, 150, 267—"Owner"—Receiver of Premises Chargeable—Service of Notice.

In this case the question was raised, on a summons by the plaintiffs, as to whether a receiver of the rents and profits of real estate, appointed in an action for the execution of the trusts of a will, could be served as owner with an apportionment notice under the Public Health Act, 1875, s. 267, in respect of works executed by a local authority under section 150 of the Act so as to create a charge upon the real estate for the amount specified. The plaintiffs relied upon section 4 of the Act, which defines "owner" as meaning "the person for the time being receiving the rack rent of the lands, whether on his own account or as agent or trustee for any other person, or who would so receive the same if such lands were let at a rack rent," and submitted that the clause should be read as if the words "whether on his own account or as agent or trustee for any other person" were between brackets, and not as if those words were words of qualification.

Chitty, J., said that he was unable to expand the definition in the way contended for. A receiver was the officer of the court, and did not receive rents for any particular person or on his own account. Moreover, the Nuisances Removal Act, 1855 (18 & 19 Vict. c. 121) in its definition of "owner" (section 2) included a receiver in chancery proceedings and sequestrators, whilst the Metropolis Local Management Act, 1855 (18 & 19 Vict. c. 120) in its definition of "owner" (section 250) did not do so. Both Acts were repealed by the Act of 1875, which re-habilitated their provisions. It might, therefore, be assumed that the Legislature did not intend that a receiver should be included in the definition of the Act of 1875. It was further observable that any inconvenience of service on the owner was met by section 267 of the Act of 1875, which provided that notices might be served on the owner or occupier by their description of owner or occupier of the premises named. The plaintiffs' application was dismissed, with costs.—Counsel, *Upjohn*; *Byrne*, Q.C., and *Warrington*. Solicitors, *Woodcock, Ryland, & Parker*, for *Woodcock & Sons*, Haslingden, Lancashire; *Torr, Janeways, Gribble, & Oddie*.

CALDWELL *v.* MATTHEWS—North, J., 17th April.

Mortgage—Redemption of First Mortgagee by Second—Loss of Mortgage Deed and other Documents—Indemnity.

The question in this case was, whether, upon the redemption of a first mortgagee by a second, any, and, if so, what, indemnity ought to be given by the first mortgagee to the second, by reason of the first mortgage deed and some policies of insurance, which formed part of the security, having been lost by the first mortgagee. In 1867 F. P. Matthews mortgaged to M. Matthews his life interest in certain funds subject to the trusts of his marriage settlement, and also three policies of insurance upon his own life. In 1876 F. P. Matthews made a second mortgage of his life interest to the plaintiffs. The policies were not comprised in the second mortgage. M. Matthews died in 1871. C. J. Holmes was his executor. C. J. Holmes died in 1880. Elizabeth Holmes was his executrix. The action was brought in 1886 by the second mortgagees against F. B. Matthews (the mortgagor) and Elizabeth Holmes, for redemption of the first mortgagee, and foreclosure of the mortgagor. In February, 1887, judgment for redemption and foreclosure was given, directing an account of what remained due to the defendant Elizabeth Holmes under or by virtue of the mortgage of 1867, and her taxed costs of the action, and that, upon payment by the plaintiffs to her of what should be certified to remain due to her, within six months after the date of the certificate, she should assign the mortgaged premises to the plaintiffs. In default of such payment, the action was to be dismissed as against her. In case the plaintiffs should redeem her, the judgment went on to provide for the foreclosure of the mortgagor, in default of his paying to the plaintiffs what they should have paid to the defendant Elizabeth Holmes, and also what should be certified to be due to the plaintiffs under or by virtue of the mortgage of 1876. The chief clerk in June, 1888, made his certificate, by which he certified the amount which would be due to the defendant Elizabeth Holmes on the 12th of December, 1888 (the day appointed for redemption), including interest down to that day. Before that day arrived it was discovered that the defendant Elizabeth Holmes had not in her possession either the mortgage deed of 1867 or any of the policies of insurance. The plaintiffs thereupon took out a summons, asking that an inquiry might be directed as to the loss of the mortgage deed and the policies, and on this summons an order was made in January, 1889, directing an inquiry as to the supposed loss of the documents, and whether any, and what, indemnity should be given in respect of the loss, in case it should be found that any of them had been lost. And it was ordered that the plaintiffs should be at liberty to pay into court in the action the amount certified to be due to the defendant Elizabeth Holmes. Under this liberty the plaintiffs paid that amount into court. In pursuance of the order of January, 1889, the chief clerk made a certificate in November, 1889, by which he found that the mortgage of 1867 and the three policies had been lost, and stated the circumstances under which they had been lost. And he found that the plaintiffs were entitled to "such an indemnity as will equal that which the insurance company may require." Both the plaintiffs and the defendant Elizabeth Holmes took out a summons to vary this certificate. Application was made to the company, but they declined to make any arrangement with regard to an indemnity until claims should be made upon the policies. The plaintiffs asked that the whole of the fund in court might be retained until further order by way of indemnity to them, the income being meanwhile paid to the defendant Elizabeth Holmes, the object being that the fund should be retained until the death of the mortgagor, or until the lost documents should be found. On behalf of the defendant Elizabeth Holmes it was contended that the plaintiffs were entitled to no greater indemnity than a bond (to be given by the defendant Elizabeth Holmes as executrix) similar to the bond which was approved by Hall, V.C., in *James* v. *Rumsey* (11 Ch. D. 398).

North, J., held that the plaintiffs were entitled to a bond of indemnity to be given by the defendant Elizabeth Holmes as executrix, the bond to be settled in chambers in case the parties should differ. His lordship also ordered the plaintiff's costs of the action, from the date of the summons for the inquiry as to the loss of the deed (including the costs of the bond), to be paid out of the fund in court, and that £100 should be retained in court to meet the possible costs of an indemnity to the insurance company when the policies should become claims. The residue of the fund to be paid out to the defendant Elizabeth Holmes as executrix, and the income of the £100 to be paid to her till further order, she executing a proper assignment to the plaintiffs of the life interest and the policies.—Counsel, *Everitt*, Q.C., and *Alexander*; *Cozens-Hardy*, Q.C., and *D. Jones*; *Warlters Horne*. Solicitors, *Capron, Daltons, & Co.*; *Jackson & Wright*; *Reep, Lane, & Co.*

*Re* THOMPSON AND HOLT'S CONTRACT—Kekewich, J., 18th April.

Vendor and Purchaser—Mortgage—Building Society—Power of Sale—"Due"—Three Months' Notice—Waiver—Title Contracted for—Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 19, sub-section 1; s. 20, sub-sections 1, 2.

Motion by a purchaser to discharge an order made on a summons and for a declaration that a good title had not been shewn to the property in question. By a building society's mortgage the mortgagor covenanted to pay subscriptions and fines, and conveyed property subject to a proviso for redemption, and it was declared that if default should be made in the performance of any of the covenants, then the total sum for which the mortgage should then be redeemable should be considered as actually due and payable, and the power of sale given to the mortgagees by the Conveyancing Act, 1881, should apply and be exercisable by the trustees of the society. The society's rules provided for payment by members of 12s. 6d. per share per quarter until an advance, when it was to be doubled, and 5d. per quarter on each 12s. 6d. to meet expenses of management. The shares were of the value of £50 each. The mortgagor became bankrupt, and the instalment due on the 4th of July, 1889, was not paid. The trustees, with the consent of the mortgagor's trustee, and of second mortgagees, put up the property for sale by auction, but unsuccessfully, and afterwards, without the knowledge of the mortgagor's trustee or the second mortgagees, entered into the contract now in question, which was dated the 25th of September. One of the conditions of sale provided that, the vendors being mortgagees selling under a power of sale, the assignment should be taken without the concurrence of other parties and without any further covenants than the statutory covenant by mortgagees. The purchaser required the concurrence of the mortgagor's trustee, which was agreed to, as was also a draft assignment; the second mortgagees were ready to concur, but the purchaser now endeavoured to avoid completion on the ground that the power of sale in the Conveyancing Act

could not apply to a building society's mortgage, as the mortgage money never became "due" within section 19; that if it could apply it never became exercisable, as the trustees ought to have given the mortgagor three months' notice under section 20, sub-section 1, and at the date of the contract three months had not elapsed since default was made, and that notice was not waived by the mortgagor's trustee; and that he could not be compelled to take an assignment with the concurrence of all parties, as that was not the title he had agreed to take.

KEKEWICH, J., said that the power of sale was incorporated by the act of the parties, and that, on default, the whole sum was to be considered as actually due; therefore it was applicable, and the want of notice did not prevent the vendors from exercising it. If the mortgagor's trustee had not waived the right to receive notice, he had waived the right to object to the want of it. He now offered to confirm the assignment, and so did the second mortgagees. The purchaser would, therefore, get the very title he had bargained for—*i.e.*, a conveyance by the mortgagees under the power of sale, and the confirmation by other parties would not make any difference; the vendors were ready to procure their concurrence at their own costs, so the motion must be refused, with costs.—COUNSEL, *H. Terrell; Rowden.* SOLICITORS, *Lumley & Lumley; Prideaux & Sons.*

## Bankruptcy Cases.

*Ex parte* URQUHART, *Re* URQUHART—C. A. No. 1, 18th April.

BANKRUPTCY NOTICE — SERVICE — ORDER FOR SUBSTITUTED SERVICE — DEBTOR OUT OF JURISDICTION—BANKRUPTCY RULES, 1886, RR. 141, 154, 156.

The question in this case was, whether an order for substituted service of a bankruptcy notice or petition can properly be made when the debtor has gone out of the jurisdiction to avoid service. Rule 141 of the Bankruptcy Rules, 1886, provides that "a bankruptcy notice shall be served, and the service thereof shall be proved in the like manner as is by these rules prescribed for the service of a creditor's petition." Rule 153 provides that a creditor's petition shall be personally served on the debtor. And by rule 154, "If personal service cannot be effected, the court may extend the time for hearing the petition, or if the court is satisfied by affidavit or other evidence on oath that the debtor is keeping out of the way to avoid such service, or service of any other legal process, or that for any other cause prompt personal service cannot be effected, it may order substituted service to be made by delivery of the petition to some adult inmate at his usual or last known residence or place of business, or by registered letter, or in such manner as the court may direct, and that such petition shall then be deemed to have been duly served on the debtor." By rule 156, "When a debtor petitioned against is not in England, the court may order service to be made within such time and in such manner and form as it shall think fit." In the present case the debtor was a domiciled Scotchman. He had resided and carried on business in London. A creditor, who had recovered judgment against him, issued a bankruptcy notice in respect of the judgment debt, but was unable to serve it personally, the debtor having shortly before gone away to Scotland. The registrar was satisfied by evidence that the debtor was keeping out of the way to avoid service, and he made an order for substituted service of the notice by registered letter addressed to the debtor at his last known residence in London. This having been done, the debtor did not comply with the notice, and the creditor presented a bankruptcy petition, which was served in the same way under a similar order for substituted service. The debtor did not appear at the time appointed for the hearing of the petition, and the registrar made a receiving order. The debtor afterwards applied for the rescission of the receiving order, on the ground that the bankruptcy notice and petition did not come to his knowledge till after the receiving order had been made, and that the orders for substituted service were improperly obtained. The registrar refused the application. On the appeal it was argued that an order for substituted service could not legally be made under rule 154 when the debtor was out of the jurisdiction, and that that rule was only intended to apply to a case in which the debtor was concealing himself within the jurisdiction. If he had gone out of the jurisdiction an order for service ought to be made under rule 156. *Fry* v. *Moore* (37 W. R. 565, 23 Q. B. D. 395) was cited, as shewing that under the R. S. C., 1883, it is irregular to obtain an order for substituted service of a writ if the defendant is out of the jurisdiction.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that the language of rule 154 was general, and there was nothing to limit its application to a case in which the debtor was within the jurisdiction. In his opinion it was meant to meet the case of a debtor who had gone out of England to avoid service. And his lordship was of opinion that in the present case the registrar was justified in coming to the conclusion that the debtor had gone to Scotland for that purpose. *Fry* v. *Moore* had no application. In that case the defendant was abroad at the time when the writ was issued, and the writ ought not to have been issued without the leave of the court. The irregularity consisted in issuing the writ without leave, and the obtaining of an order for substituted service was a method of evading the provisions of the rules for serving a writ out of the jurisdiction. But even in that case it was held that the order for substituted service was only an irregularity which was capable of being waived, and it was held that the defendant had waived it by his conduct. FRY, L.J., concurred. LOPES, L.J., quoted with approval the judgment of Mellor, J., in *Watt* v. *Barnett* (3 Q. B. D. 186), in which he said that the object of the provision contained in the R. S. C. of 1875 for substituted service of a writ "was to obviate the difficulties that the plaintiff might be exposed to by reason of a defendant's going abroad and keeping abroad, and it being impossible to effect personal service, and to prevent the plaintiff's right being entirely defeated by reason of those difficulties." Those observations had been over and over again approved, and the present case was well within them. On the evidence, his lordship could come to no other conclusion than that the debtor went to Scotland to avoid service. *Fry* v. *Moore* was an entirely different case. There the defendant was resident in Canada, and there was no suggestion that he had left England to avoid service of the writ.—COUNSEL, *Finlinger; Ward.* SOLICITORS, *Perkins & Sawyer; E. F. & H. London.*

*Ex parte* COLQUHOUN, *Re* CLIFT—Q. B. Div., 18th April.

BANKRUPTCY—SOLICITOR—PAYMENT OF COUNSEL'S FEES.

In this case the applicant, who is a barrister, applied for payment of his fees, amounting to £114 9s., by the trustee in the bankruptcy of Frederick Clift, a solicitor, out of a sum of £391 received by the trustee in respect of the solicitor's bills of costs in certain matters. The applicant had been employed as counsel by Mr. Clift for a number of years, and there had been a running account between them as to fees, and Clift had made payments from time to time on general account. It was alleged by the applicant, however, that the £114 9s. were his fees in the particular matters in which the trustee had received the £391, and that no part of such fees had been paid to him. He relied on *Re Hall* (2 Jur. N. S. 1076). On behalf of the trustee it was alleged that it was doubtful whether some of the bankrupt's payments on general account to the applicant did not cover these fees, and that, although the bills of costs sent in to the clients included the fees, the trustee had accepted a lump sum in settlement of the bills of costs exclusive of counsel's fees.

CAVE, J., referred the matter to the registrar to inquire (1) what (if any) of the fees of the applicant referred to in the notice of motion had been received by the trustee: (2) whether any, and if so which, of such fees had been paid by the bankrupt to the applicant either specifically or generally. His lordship also intimated that his present opinion was that if the trustee had accepted a lump sum from the client in settlement of the whole bill of costs, then a proportionate amount of the sum received ought to be paid to counsel on account of his fees; but if the trustee, in coming to a settlement with the client, expressly excluded counsel's fees, then he had not received any payment on account of such fees. But the applicant would be at liberty to raise before the judge the question whether it was competent for the trustee (if he had done so) to agree with the client of the solicitor that the trustee should receive a less sum than was claimed by a bill of costs, after deducting counsel's fees mentioned in such bill, in settlement of the claim against such client of the solicitor.—COUNSEL, *Yate Lee: Herbert Reed* and *Cautley.* SOLICITORS, *Elwes & Sharpe: H. S. Holt.*

## Solicitors' Cases

*Re* A SOLICITOR, *Ex parte* THE INCORPORATED LAW SOCIETY—17th April.

SOLICITOR—STRIKING OFF ROLL—APPLICATION BY PERSON NOT A CLIENT—INCRIMINATING ANSWERS GIVEN IN EXAMINATION IN BANKRUPTCY—ADMISSIBILITY—SOLICITORS ACT, 1888 (51 & 52 VICT. C. 65), SS. 13, 15—RULES, PART I., RULE 1; PART VI., RULE 3; FORM V. IN SCHEDULE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 17.

In this case a preliminary report of the committee of the Incorporated Law Society was brought before the court for the purpose of obtaining a decision upon certain objections which had been taken on behalf of the solicitor on the first hearing before the committee. The application to strike the solicitor off the rolls had been made by the official receiver, by the direction of the Board of Trade, in consequence of admissions made by the solicitor in the course of his public examination in bankruptcy. The charges of misconduct alleged in the application were based upon these admissions, and it was proposed to adduce in evidence the notes of the solicitor's public examination in support of the allegations. No client or other person alleged to have been injured by the solicitor's conduct joined in the application. It was objected before the committee, by counsel for the solicitor, (*a*) that the Board of Trade, by whose direction the official receiver made the application, is not charged with the duty of punishing solicitors, nor has the board authority to direct the official receiver to take proceedings with that object; (*b*) that the duties of the official receiver, as regards the investigation of the debtor's conduct, are defined by section 69 of the Bankruptcy Act, 1883, and do not include the making of an application to strike the debtor, if a solicitor, off the roll; and (*c*), that as the debtor is bound to answer all such questions as the court may put, or allow to be put, to him in his public examination, his admissions cannot be used against him in a proceeding of a criminal nature not expressly authorized by the Act. The committee desired to have the opinion of the court upon these points before hearing the case. It is provided by Part I., rule 1, of the rules made under the Solicitors Act, 1888, as follows:—"An application to the committee to strike a solicitor off the roll of solicitors or to require a solicitor to answer allegations contained in an affidavit must be in writing under the hand of the applicant, and be sent to the registrar together with an affidavit by the applicant stating the matters of fact on which he relies in support of his application." Paragraph 1 of the "Form of affidavit by applicant" (Form V. in the schedule to the rules is) "C. D. of ——— solicitor of the Supreme Court of Judicature in England has been employed by me in a professional capacity *for the last ten years* (or as the case may be)." It was argued on behalf of the solicitor that the official receiver, not being a per-

son who had employed the solicitor in his professional capacity, had no *locus standi* to make the application, and *Re Chesly*n *Hall* (4 W. R. 686) was cited, also that admissions made by the solicitor upon compulsion in his examination could not be used against him. In support of this contention *Ex parte Cossens* (Buck. 531) and *R.* v. *Scott* (25 L. J. M. C. 128) were relied on. For the Board of Trade *Re Blake* (3 E. & E. 34) was referred to as shewing the old practice, and it was said that the rules made under the Act of 1888 could not limit the jurisdiction of the court over its officers. As to the admissibility of the statements made during the public examination, section 17, sub-section (8), of the Bankruptcy Act, 1883, was relied on.

Lord COLERIDGE, C.J.—In this case a solicitor became bankrupt, and, in the course of his public examination, made certain statements which were evidence against him of scandalous conduct, which, in the opinion of the official receiver, would, if established, be ground for striking him off the roll of solicitors. The official receiver applied to the committee of the Incorporated Law Society in respect of the matter, and the committee, acting under the Solicitors Act, 1888 (51 & 52 Vict. c. 65), proceeded to hear the case. Two objections to their doing so were raised on behalf of the solicitor: the first objection was that, since the Act of 1888, the official receiver has no *locus standi* in the matter, as he does not stand in the relation of client to the solicitor, and no one (it is said) but a client can apply under the Act of 1888. I will deal with this objection first. The Act of 1888 introduced a new practice in these cases; it constituted a committee of the Incorporated Law Society a kind of grand jury to inquire into the charge which has been preferred against the solicitor, and the court then treats the report of the committee as if it were the report of a master under the old practice. Now the Act says (section 13): "An application to strike the name of a solicitor off the roll of solicitors (whether at the instance of the solicitor himself or of any other person), or an application to require a solicitor to answer allegations contained in an affidavit, shall be made to, and shall be heard by, the committee, in accordance with rules to be made under the authority of this Act." "Provided that any person who, but for this Act, would have been entitled to apply to the court to strike a solicitor off the roll of solicitors, or to apply to require a solicitor to answer allegations contained in an affidavit, shall be entitled so to apply, although the committee is of opinion that there is no *primâ facie* case of misconduct against the solicitor." It is said that no one but a client can apply under this section. The early cases which were cited shew that, according to the old practice, no such limitation existed. Any person might come before the court and affect it with notice of misconduct on the part of one of its officers, and so set it in motion. That was undoubtedly the case originally. And that rule is not affected by the case of *Re Chesly*n *Hall*, decided in 1856 by Stuart, V.C. There one of three co-trustees had grossly misconducted himself, and an application was made against him in his character of solicitor by his co-trustees. Objection was taken that the co-trustees were not his clients, and the Vice-Chancellor said that, if the persons who appeared to complain had no right to do so, the court would be bound to act accordingly. But it does not appear that that was a case in which a solicitor-trustee was acting as solicitor to the trust; the Vice-Chancellor only says: "The persons who complain are the co-trustees of Mr. Hall, and it can, therefore, hardly be said that they are unconcerned in the matter." That case shews, therefore, that persons other than clients could set the court in motion against the solicitor. That was the rule up to 1888. The Act of that year does not by section 13 limit the power to make applications; it speaks of an application "at the instance of the solicitor himself or of any other person." Therefore the objection is not supported by the Act of Parliament. But an argument was based upon the rules made under section 15 of the Act. Part I., rule 1, was referred to, but in this case the application was made in the prescribed form. The application has to be accompanied by an affidavit, a form of which is given in the schedule to the rules. That form says: "C. D. of ——— solicitor of the Supreme Court of Judicature in England has been employed by me in a professional capacity." The argument is that, although up to the year 1888 any person could make this application, and although the Act of 1888 says it may be made by the solicitor or by "any other person," yet because in the skeleton form of the affidavit given in the schedule the words used are applicable to an affidavit by a client only, these words have cut down the power to make the application to clients only. If the rules did this I should undoubtedly hold them to be *ultrâ vires*. But they do not. By rule 3 of Part VI. the forms in the schedule are to be used "in all cases as far as practicable," and a deviation from them "shall not by reason only of such deviation render any application, affidavit, or other document or proceedings invalid." I think, therefore, that there is no ground for the first objection. The second objection is that this gentleman has been obliged in his examination to make statements incriminating himself; that he ought not to have been asked to make these statements, and that when he had made them they ought not to have been used against him. It is, of course, familiar to all of us that answers which incriminate a person can in many cases be compelled to be given. In certain instances the effect of this is modified by provisions that answers compelled to be given in this way shall not be used against the persons giving them. But in *Ex parte Cossens* Lord Eldon draws a distinction between questions directed to ascertain other matters, and questions put with the direct purpose of finding out whether the witness has committed an offence. He says, in fact, that you must not ask a witness point blank —have you committed a crime? But what underlies the whole of his argument is that the answer can be used against the man. Therefore the great authority of Lord Eldon is invoked in vain in the present case. In *Reg.* v. *Scott* answers given in bankruptcy proceedings, which directly incriminated a man, were used in evidence against him at his trial on a criminal charge; he was convicted, and the conviction was upheld. But in the Bankruptcy Act, 1883, s. 17, this very point is settled by Act of Parliament. Sub-section (8) says, "the debtor shall be examined upon oath, and it shall be his duty to answer all such questions as the court may put or allow to be put to him. Such notes of the examination as the court thinks proper shall be taken down in writing and shall be read over to and signed by the debtor, and may thereafter be used in evidence against him." It was argued that the question should be confined to matters immediately affecting the bankruptcy, but the Act says, section 17, sub-section (1), that the debtor is to be "examined as to his conduct, dealings, and property." Conduct there means his general conduct. It may well be that a man of good character may be dealt with in one way, and a man of bad character in another. It was intended, and rightly, that a man's general conduct should be inquired into in the course of his public examination. For these reasons, I think, the objections fail, and the case must go back to the committee for further hearing. MATHEW, J.—I am of the same opinion, and for the same reasons, and have nothing to add.—COUNSEL, *Hollams; Winch*, Q.C., and *Stock; Muir Mackenzie*. SOLICITORS, *E. W. Williamson; Long & Gardiner; Solicitor to Board of Trade*.

## SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

April 17.—CHARLES EEDE (late of 199, Brompton-road).
April 22.—JAMES WEST JONES.

# LAW STUDENTS' JOURNAL.

## THE APRIL FINAL EXAMINATION.

The papers at the April final were fairly searching, and, excepting the questions in criminal law, perhaps a trifle over the average in stiffness. As most of the questions under the head conveyancing were double questions the paper at first sight appears long. Two questions were taken from the Settled Land Act and one from the Conveyancing Act, while three required some practical knowledge of conveyancing. The remaining questions consisted of ordinary points in real and personal property law, out of which two were on the law of mortgages. In equity three questions were devoted to chancery practice, and two to the law relating to trustees, and the others to various miscellaneous matters. On the whole the paper was hardly as good a general test in equity as usual, most of the questions consisting of either matters which every student knows, or odd out of the way matters which nobody would know; as, however, the former predominated, we expect the candidates were fairly well satisfied. The common law and bankruptcy tests were easier than those given in January last. The three first questions dealt with practice and the last five with bankruptcy. The noted case of *Peek* v. *Derry* was referred to specificially. Perhaps the tenth question, "Is the rule that as between joint wrong-doers there is no right of contribution or indemnity universally applicable?" would bother a good many. The questions dealing exclusively with probate may be described as hard, and those on divorce as easy. The admiralty opens with an objectionable question: "What do you understand by the expression 'material men'?" Although the phrase is familiar enough to those versed in admiralty practice, we believe it is not to be found in any work generally accessible to students. The paper on criminal law, which is appended, with references, presents a striking contrast to those issued previously, and candidates ought to benefit by the change. The references are to the 4th edition of Harris's Principles, and to the 23rd edition of Stone's Justices' Manual.

### CRIMINAL LAW.

1. What constitutes the crime of conspiracy? (Harris, p. 134). May persons charged with any and what conspiracies be tried at quarter sessions? (Stone, p. 182), and upon a joint indictment of two persons for conspiracy may one of the defendants be convicted and the other acquitted? (Harris, p. 137).

2. Define (1) an assault, (2) a battery. (Harris, pp. 201, 202) If a defendant is convicted upon indictment of a common assault, can any punishment other than imprisonment be inflicted upon him? (Harris, p. 202), and if convicted summarily of such an assault, what is the limit of punishment which the petty sessional court may inflict? (Harris, p. 203).

3. Upon the trial of a married woman, jointly with another person, for larceny of the property of her husband, is the husband a competent witness, either for or against the prisoners, and may he be compelled to give evidence? Give an authority for your answer. (Married Women's Property Act, 1884).

4. Define (1) a principal in the first degree, (2) a principal in the second degree, (3) an accessory (*a*) before the fact, (*b*) after the fact; and say what offences admit of accessories, and what is the distinction in this respect between felonies and misdemeanours? (Harris, pp. 34, 35, 39).

5. Upon an indictment for receiving stolen goods with guilty knowledge, may evidence be given that other stolen property was found in defendant's possession, or that defendant had dealt in stolen property? Give the authority for your answer. (Harris, p. 247).

6. Are there any, and what, directions given by the Summary Jurisdiction Act, 1879, as to the places at which a court of summary jurisdiction must sit to hear cases, and with what indictable offences by adults can a petty sessions court deal? (Harris, pp. 521 and 514).

## COUNCIL OF LEGAL EDUCATION.

### EASTER EXAMINATION, 1890.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT, held at Lincoln's-inn Hall, March 25, 26, 27, and 28, 1890.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—

Henry Dyke Acland, John Woolley Allen, Sidney Bourne Balden, Ralph Vincent Bankes, Edwin Clay Barnes, Samuel Bostock, Alfred Bromet, William Frederic Dominic Chambers, John Lyon Corser, Richard Denison Cumberland-Jones, Climenson Yelverton Charles Dawbarn, Philip Gay, William Robarts Hamilton, Rowland Torrens Hill, William Henry Bateman Hope, Leonard James, Patrick Peter Joseph Lynch, John Bromhead Matthews, Charles James Naylor, David Falconer Pennant, Charles Earle Bevan Petman, Benjamin Beckham Sapwell, Harry Butler Simpson, Thomas Sowler, Richard Mosey Stephenson, Emil Anthony Trier, Charles George Ward, and Robert Eaton White, of the Inner Temple; James Aitken, Charles Herbert Cordeux, Mohamed Shah Din, James Thomas Greening Donaldson, Clifford Luxmoore Drew, Francis Augustus Duprey, Charles Linstedt Modellier Eales, Harry Broughton Edge, Francis Oswald Edlin, Thomas Lennox Gilmour, Syed Ali Imam, John Burgess Preston Karalake, Alfred Henry Lawrence, Frederick Low, Henry Parker Lowe, Frederick Percy Lysaght, Beaufoi Moore, Howard West Mowll, Sheik Muslehudin, Arthur Ralph Pemberton, Abdur Rahim, Alfred Thomas Rees, Arthur Robinson, Andries Stockenström, Alick James Tassell, and Ernest Herbert Cooper Walsh, of the Middle Temple; John Chapman Andrew, Walter Ashburner, Edward Ogston Barry, Ernest Edward Holcombe Birch, Frederick Samuel Augustus Bourne, John Ellingham Brooks, Alfred Ernest Cotton, Frederick Mitchell Elliot, Stanislaus Thomas Eyre, Frederick Edward Farrer, John Galsworthy, Charles Edward Grey, William Smith Marriott, Arthur Edward Nathan, John Arthur Price, Mark Lemon Romer, John Swift Whatton, and Arthur William Young, of Lincoln's-inn; John Ernest Bagram, William Kendall, and William Blache Wilson, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—

Frederick Sparks Norman Bingley, Charles Sibbald Currie, Alfred George Earl, Mohandas Karanchand Gandhi, Francis Nicholas Arbuthnot Garry, Egerton Spencer Grey, Mahmood Hasan, Herbert Tremen-Hoere Hewett, Horace Maxwell Johnson, Arthur Pateshall Jones, John Turnley Luscombe, Bernard Archibald Platt, George Walter Scott, Frederick Stanley Smith, and Philip Reginald Valladares, of the Inner Temple; Alfred Adam, Percy Harland Atkin, William Freeman Barrett, Edwin Allan Beven, Rama Bulaki, Gustave Colin Chastellier, Charles Reginald Clark, Dadabhai Mancherji Colah, Jogendra Nath Das Gupta, William Charles Godwin, Sultan Sayyid Saadal Hosain, Arthur Bracy Langridge, Anthony Maxwell, James Murray, Cottari Soorya Prakasha Rao Nayudu, Hugh Morrison Rose, and Mohamed Solaiman, of the Middle Temple; Ernest Emilius Bennett, Rowland Thomas Mortimer Berkeley, Norman Wise Sibley, and John Felix Waley, of Lincoln's-inn; Winford Blache Fraser, Fullarton James, Frederick William Langston, and Sasi Bhushan Sarbadhicary, of Gray's-inn, Esqs.

## LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—April 22.—Mr. Crawford in the chair.—The debate, "That the federation of the empire is necessary for its preservation," was opened in the affirmative by Mr. Stuart Smith. He was supported by Messrs. A. Smith, A. H. Squire, and J. D. Crawford, and opposed by Messrs. Stevenson, Todd, and Windsor. Mr. Stuart Smith replied, and on a division the motion was carried.

## THE BAR MEETING.

The annual meeting of the bar was held on Saturday afternoon in the old dining-hall, Lincoln's-inn, the Attorney-General in the chair. With regard to the correspondence between the honorary secretary of the Bar Committee and Lord Coleridge as to the appointment of revising barristers in the counties of London and Middlesex (*ante*, p. 402),

Sir Henry James, Q.C., M.P., said he was anxious, if he could, to remove any misconception that might arise from the bare reading of the letters. He regretted that the tone of Lord Coleridge's letter might lead some persons to suppose that there was some discourtesy intended on the part of the Bar Committee. It was, he was sure, the wish of the Bar Committee that there should be no collision or friction between the bench and the bar, and nothing could have been further from the minds of any members of the committee than that they should take any course which should be regarded by Lord Coleridge as hostile to him. Since the Reform Act the usage existing had been that the appointments of revising barristers for Middlesex and London had been made in favour of the juniors members of the chancery bar. Lately—it was very lately—that custom for the first time had been departed from. They were aware that the Lord Chief Justice himself in three different letters had expressed the view that the appointments of revising barristers within the metropolitan area should be given to the junior members of the chancery bar. The junior barristers practising at the chancery bar met and passed a certain resolution, which they placed in the hands of the Bar Committee. The Bar Committee thought that the only course, the only becoming course, within the limits of all courtesy was to pass on the resolution to Lord Coleridge, feeling that when his attention was called to the subject probably the same principles of action which had guided him when he had expressed his opinion on former occasions would influence him to accept the views of the members of the chancery bar. He regretted that Lord Coleridge had drawn an inference, which he thought was not quite sustainable, that there was some want of courtesy on the part of the Bar Committee. In as strong terms as he could command Sir Henry said he was anxious to disclaim any such feeling on the part of the body of which he had the honour to be chairman.

The Attorney-General said he was quite certain that no right-minded person reading the letter signed by the secretary of the Bar Committee could possibly imagine that it was intended to convey anything discourteous or anything that was more than a proper and reasonable representation. He expressed that opinion because he had the very strongest view upon this question of the duty of recognising the right as far as the equity bar was concerned to the appointments of revising barristers for Middlesex and London. It had come before his notice many times during his practice. Not infrequently he had been asked in years gone by to support the names of men on the Home Circuit, and he felt that there were so few of those appointments open to members of the chancery bar that where they had anything like a privilege, as in this instance, it ought to be respected. He was extremely sorry that the remonstrance, reasonable as he thought it was and worthy as he submitted it was, should have met with such a response from so distinguished a member of the bench.

With regard to a statement in the report of the committee, that there had been a long standing and generally recognized rule of professional etiquette that a Queen's Counsel should not appear for the plaintiff at the trial of an action without a junior, and that the committee considered that the rule was convenient and conduced to the efficient conduct of business, and that it was desirable that it should be maintained,

The Attorney-General remarked that he felt some difficulty as to whether that rule would be able to be maintained. It was one of those difficult questions as to how far the bar were justified in pressing an established privilege which could not be supported altogether upon principle. There were a great many cases in which a junior most unquestionably ought to be instructed, and he saw no objection whatever to any member of the bar, junior or leader, saying that he would not appear for a party without a counsel junior to him, but he wanted the members of his profession to understand that there was a broad distinction between a man's taking that line for himself and saying he would act upon it and judging hardly any other man who did not feel himself bound by the same rule, because he thought it was difficult upon principle to support the view that there must in all cases be two counsel where the interests of the client did not require the presence of a second counsel.

Mr. Chester remarked that in the chancery courts it was a most extraordinary circumstance for a leader to appear without a junior.

## NEW ORDERS, &c.

### UNCLAIMED FUNDS IN THE HIGH COURT.

[We are requested to publish the following notice, to which we referred *ante*, p. 309:—]

Pay Office, Supreme Court of Judicature,
Royal Courts of Justice, March 11, 1890.

The Supreme Court Funds Rules of 1886 (Rule 101) provide that on or before the 1st day of March in every third year the Paymaster shall prepare, in such form and with such particulars as the Treasury may from time to time direct, a list or statement of the accounts in the books of the Pay Office to the credit of which there stood on the 1st day of September then next preceding any funds not less than £50, which have not been dealt with, otherwise than by the continuous investment or placing on deposit of dividends, during the 15 years immediately preceding the last-mentioned date. The said list or statement shall be filed in the Central Office, and a copy thereof shall be inserted in the *London Gazette* and exhibited in the several Offices of the Court.

In pursuance of the above Rule, the following Alphabetical List of Accounts that have *not* been dealt with *since 1st September*, 1874 (with cross-references to the sub-titles of the several accounts), is published for general information, viz:—

| | | |
|---|---|---|
| The Chancery Division of the High Court of Justice ... ... | pages 1293 to 1429 | of a supplement to the *London Gazette* of 12th March, 1890. |
| The Queen's Bench Division of the High Court of Justice (including the late Common Pleas and Exchequer Divisions and Courts) ... | pages 1430 and 1431 | of ditto. |
| The Probate, Divorce, and Admiralty Division of the High Court of Justice ... ... ... | page 1431 | of ditto. |
| The Funds formerly in the hands of the Queen's Remembrancer | page 1431 | of ditto. |

In order to remove misconception which appears to exist as to the magnitude of the funds represented by this list, it may be stated that, of the Balances standing to the credit of the accounts, one-half do not exceed £150, and only one-seventeenth exceed £1,000.

Attention is also directed to the following particulars with respect to the mode of procedure by which any action is to be taken, or any information obtained, relating to these funds:—

(1.) *The only authorized list* of such funds is that included in the Supplement to the *London Gazette* of 11th March, 1890, (of which copies may be obtained from Messrs. Harrison & Sons, 45, St. Martin's-lane, London, W.C., at the price of Two Shillings each), and the public are cautioned against relying upon any information other than that derived from official sources.

(2.) The Assistant Paymaster-General is precluded from giving any information respecting any Funds in Court mentioned in the following list, except upon a request signed by the person applying for such information, and, if made by any person other than a Solicitor, "such information shall not be given unless the applicant is able to satisfy the Paymaster that the request is such as may, in the particular case, be properly complied with." (Supreme Court (Funds) Rules, No. 101.)

(3.) In the case of a request made by a Solicitor, such information shall not be given unless the request states the name of the person on whose behalf it is made, and that such person is, in the opinion of the applicant, beneficially interested in such funds.

(4.) An application with respect to Funds must quote the correct title of the matter or suit to which such Funds are placed; without this information it is not possible, in most cases, to trace the account referred to.

(5.) A request for information can only be complied with (to the extent shown in Paragraph 8), upon its being established to the satisfaction of the Paymaster that the applicant has or might have some beneficial interest; but it is misleading to assume that the mere coincidence of the surname of the original owner of property with the surname of one of the parties to a suit is sufficient evidence of a genuine ground of claim; nor is it within the functions of the Pay Office to investigate any claims founded on such an assumption. No Wills, Probates, or Letters of Administration, are kept at the Pay Office.

(6.) Each request must be stamped with a 2s. 6d. adhesive Judicature Stamp, as provided by the Order as to Supreme Court Fees, 1884, Rule 107. Stamps can be obtained at Rooms 6 and 419 of the Royal Courts of Justice; at the District Registries of the High Court; and at certain Stamp and Post Offices.

(7.) It must be borne in mind that Funds in Court can only be dealt with under the direction of an Order of Court. If a Fund cannot be dealt with, either by the Order quoted in the Return, or any other existing Order, application to the Court for a further Order will be necessary, in accordance with the customary form of legal procedure.

(8.) The only information which, subject to the conditions herein mentioned, it is in the power of the Assistant Paymaster-General to furnish is—

(*a.*) The amount of the Fund in Court.

(*b.*) The date of an Order of Court affecting the account (if any) other than that noted in the last column (if specially required).

(9.) Of the Orders, Affidavits, Certificates, and Reports referred to in this List, copies of those prior to 1870 are kept at the Public Record Office, Fetter Lane, London, E.C. Those dated after 1st January, 1870, are kept at the Filing Department of the Central Office, Room 81, Royal Courts of Justice.

They can be inspected during official hours, or copies obtained on payment of the prescribed Fees.

(10.) It is provided by Rule 14 of the Chancery Funds (Amended) Orders, 1874, that—

(*a*) When a cause or matter has been inserted in the following list, "the fact should be stated in every petition or summons affecting any money or securities to the credit of such Cause or matter;" and that—

(*b.*) In cases in which the money or securities affected by such petition shall together amount to, or exceed in value, £500, a copy of such petition, and notice of all proceedings in Court or at Chambers shall (unless the Court otherwise directs) be served on the Official Solicitor of the Court, who shall be at liberty to appear and attend thereon.

(11.) The Paymaster cannot undertake to reply to applications unless the foregoing instructions are strictly complied with.

All Official Letters should be addressed to—

THE ASSISTANT PAYMASTER-GENERAL,
Royal Courts of Justice,
London, W.C.

[The lists of titles of accounts, &c., follow, and fill a large supplement to the *London Gazette*.]

# LEGAL NEWS.

## OBITUARY.

Mr. CHARLES LAMB, solicitor, of Brighton, died on the 24th ult., aged seventy-three. He was educated at Reading Grammar School. He was admitted a solicitor in 1840, and about six years later he settled at Brighton, where for forty-four years he had conducted an extensive business. He was for several years in partnership with his son-in-law, the late Mr. George Evett. Mr. Lamb had taken an active part in municipal affairs at Brighton. He was first elected a member of the town council in 1854. He had been an alderman since 1873, and in 1876 he was elected mayor of the borough. Mr. Lamb had been for several years a widower.

Mr. ALFRED WALKER SIMPSON, barrister, recorder of Scarborough, died at Scarborough on the 5th inst., in his 71st year, from paralysis, after a short illness. Mr. Simpson was the second son of Mr. Alfred Simpson, solicitor, of Malton. He was educated at Malton Grammar School, and he was a fellow of Jesus College, Cambridge, where he graduated as a wrangler, also in the first class of the classical tripos in 1846. He was a pupil in the chambers of the late Lord Chief Justice Bovill, and he was called to the bar at the Inner Temple in Michaelmas Term, 1849, when he joined the Northern Circuit. He had for many years a considerable criminal practice in Yorkshire, and he was formerly a revising barrister. He had been a member of the North-Eastern Circuit since its formation in 1876. Mr. Simpson had been recorder of Scarborough since 1872, and he was a bencher of the Inner Temple, and a magistrate for the North Riding of Yorkshire. He had been for several years chairman of the second court at the Northallerton Quarter Sessions. He was buried at Scarborough on the 9th inst. Mr. Simpson was unmarried.

Sir LEWIS STUART JACKSON, C.I.E., many years a judge of the High Court at Calcutta, died at his residence, Hadleigh Hall, Suffolk, on the 9th inst. Sir L. Jackson was the son of Lieut.-Col. Henry George Jackson, R.A. He was educated at the Royal School, Enniskillen, at Trinity College, Dublin, and at Haileybury College, and he became a member of the Bengal Civil Service in 1843. During the Indian Mutiny he was district judge of Rajshaye and Nuddea, and in 1862 he was appointed a puisne judge of the High Court at Calcutta. In 1878 he acted for a short time as Chief Justice of the High Court, and in the same year he was created a Companion of the Order of the Indian Empire. He retired on a pension in 1880, and he shortly afterwards received the honour of knighthood. Sir L. Jackson was a Fellow of the University of Calcutta, and a magistrate and deputy-lieutenant for the county of Suffolk. He was married in 1858 to the daughter of Lieut.-General Staveley, C.B., and he leaves three sons. Sir L. Jackson was buried at Hadleigh on the 12th inst.

Mr. HENRY DE LA BECHE DILLWYN, barrister, died suddenly on the 14th inst., at Brockhampton Court, Gloucestershire, the residence of his sister. Mr. Dillwyn was the only son of Mr. Lewis Llewellyn Dillwyn, M.P. for Swansea. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Trinity Term, 1869, and he was for some years junior counsel to the post office on the South Wales Circuit. Mr. Dillwyn was a magistrate for Glamorganshire, and chairman of the Swansea Board of Guardians, and he held for several years a commission as quartermaster in the 3rd Glamorganshire Rifle Volunteers.

## APPOINTMENTS.

Mr. GEORGE BUTLER KENNETT, solicitor and notary, of Norwich, has been appointed Deputy Town Clerk of that city. Mr. Kennett is clerk to the city magistrates. He was admitted a solicitor in 1864.

Mr. EDMUND BERNARD REECE, solicitor, of Cardiff, has been appointed Coroner for that borough. Mr. Reece was admitted a solicitor in 1862. He is coroner for the Eastern Division of Glamorganshire.

Mr. CHARLES EDWARD BONNER, solicitor (of the firm of Bonner, Calthrop, & Bonner), of Spalding, has been appointed Registrar of the Spalding County Court (Circuit No. 17), on the resignation of his father, Mr. Charles Foster Bonner. Mr. C. E. Bonner has acted as deputy-registrar of the court. He was admitted a solicitor in 1885.

Mr. THOMAS PLATTS, solicitor, of Blackburn, has been appointed a commissioner for oaths.

Mr. RICHARD ROBINSON RODD, jun., solicitor, of East Stonehouse, has been appointed Clerk to the East Stonehouse Board of Guardians, Assessment Committee, and School Attendance Committee. Mr. Rodd is the son of Mr. Richard Robinson Rodd. He was admitted a solicitor in 1884, and he is clerk to the East Stonehouse Local Board, and deputy-coroner for the Stoke Damarel District of Devonshire.

Mr. GEORGE SAMUEL HALL, solicitor, of Ely, has been appointed Clerk to the Ely Local Board, in succession to the late Mr. William Marshall. Mr. Hall is registrar of the Ely County Court. He was admitted a solicitor in 1854.

Mr. GEORGE GILBERT OLIVER SUTCLIFFE, solicitor, of Driffield, Bridlington, and Kilham, has been elected Chairman of the Bridlington Local Board for the ensuing year. Mr. Sutcliffe was admitted a solicitor in 1880.

Mr. HENRY JOSEPH LIGGINS, solicitor, of 59, Berners-street, has been appointed a Commissioner for taking Affidavits in the Supreme Court of the Leeward Islands.

Mr. JOHN HUGHES, solicitor (of the firm of Miller, Peel, & Hughes), of Liverpool, has been appointed by the High Sheriff of Lancashire (Mr. Charles Henry Bird) to be Under-Sheriff of that county for the ensuing year. Mr. Hughes was admitted a solicitor in 1861. He is a magistrate for the city of Liverpool.

Mr. STEPHEN HENRY PARKER, solicitor, notary, and proctor, of Perth, Western Australia, has been appointed a Queen's Counsel for that colony.

Mr. HOKAI, barrister, who has been appointed an Unofficial Member of the Legislative Council of the colony of Hong Kong, was called to the bar at Lincoln's-inn in January, 1882.

Mr. WALTER CHARLES RENSHAW, Q.C., has been elected a Bencher of Lincoln's-inn.

Mr. JOHN MOORE BAYLEY, solicitor (of the firm of Unett, Moore, Bayley, & Lowe), of Birmingham, has been appointed by the High Sheriff of Warwickshire (Mr. Rowland John Beech) to be Under-Sheriff of that county for the ensuing year. Mr. Bayley was admitted a solicitor in 1880.

Mr. WILLIAM JACKSON, solicitor (of the firm of Sharman & Jackson), of Wellingborough, has been appointed Superintendent-Registrar of Births, Deaths, and Marriages for the Wellingborough District, on the resigna-

tion of his partner, Mr. Matthew Reid Sharman, who is clerk to the Wellingborough Board of Guardians. Mr. Jackson is deputy-clerk to the board. He was admitted a solicitor in 1875.

Mr. GEORGE ALFRED GADSDEN, solicitor (of the firm of Gadsden & Treherne), of 28, Bedford-row, has been appointed by the High Sheriff of Derbyshire (Mr. William Arkwright), to the Under-Sheriff of that county for the ensuing year. Mr. Gadsden was admitted a solicitor in 1861.

Mr. ARCHIBALD S. BENNETT, solicitor, of 25, Waterloo-street, Birmingham, has been appointed a Commissioner for Oaths.

## CHANGES IN PARTNERSHIP.

### DISSOLUTIONS.

ALFRED EWEN and JAMES GEORGE ROBERTS, solicitors (Ewen & Roberts), Luton and Outer Temple, 222 and 225, Strand, London. The said Alfred Ewen retiring. March 31. The said James George Roberts will on his own account henceforth practise at the above addresses.

EDWIN SIDNEY HARTLAND and DAVID ISAAC, solicitors (Hartland & Isaac), Swansea. April 16.

JOHN ALGERNON LATHAM and JAMES HERBERT FARMER, solicitors (Latham, Farmer, & Co.), 28, Cockspur-street, Charing Cross, London. March 8.

ROBERT MARTIN and FREDERICK WILLIAM BAKER, solicitors (Robert Martin & Baker), 157, Fenchurch-street, London. The said Frederick William Baker retiring. April 3. The said Robert Martin will continue the said business in conjunction with Mr. Edward Power Bilbrough, under the style of Martin & Bilbrough. [*Gazette*, April 18.

THOMAS FREDERIC INMAN, WILLIAM CHARLES MERCER ADAM, and CHRISTOPHER BEVAN THRING, solicitors (Inman, Adam, & Thring), 4, Queen-square, Bath. April 9. So far as regards the said Thomas Frederic Inman. The said William Charles Mercer Adam and Christopher Bevan Thring will continue in partnership as solicitors at the above address, under the style for the present of Inman, Adam, & Thring.

FREDERICK ARTHUR ALEXANDER ROWLAND and FREDERIC JOHN LUNNON, solicitors (Rowland & Lunnon), 38, New Broad-street, London. Feb. 16. So far as regards the said Frederic John Lunnon. [*Gazette*, April 11.

## GENERAL.

Mr. Baron Pollock, who was recently ordered a complete rest by his physician, is now staying at Worthing. He states, in answer to inquiries, that his health is very much improved.

At a meeting of the judges of the Queen's Bench Division the following were the judges chosen to attend the Spring Assizes, which are expected to begin in the early part of May:—Northern Circuit (Manchester and Liverpool only), Mr. Baron Huddleston and Mr. Justice Lawrance; North-Eastern Circuit (Leeds only), Mr. Justice Denman and Mr. Justice Williams.

Viscount Cross proposes, in a Government Bill just introduced, that where a juvenile offender is proved before a court of summary jurisdiction to have committed an offence punishable by it, it is empowered by the Bill, without prejudice to its other powers, to deal with the case in one or more of the following modes as it may deem suitable. It may (1) adjudge that the offender, if a male, be whipped; or it may (2) fine the parent a sum not exceeding £1; or it may (3) order the parent to pay to any person injured by the offence compensation not exceeding £5; or it may (4) order the parent to give security for the good behaviour of the offender; or it may (5) adjourn the case on the parent's undertaking to punish the offender in such reasonable and moderate manner as the court may approve. But the powers thus exercisable by a court over a parent are not to be exercised unless he has been summoned to attend before it.

The Companies (Winding Up) Bill was under consideration by the Standing Committee of the House of Commons on the 17th and 21st inst. Clause 1 was altered so as to give jurisdiction to county courts in winding-up of companies whose paid-up capital is less than £10,000. Clause 2, which provides that all matters in respect of which jurisdiction is given to the High Court by this Act may be assigned to such division of the High Court as the Lord Chancellor may direct, and shall be ordinarily transacted and disposed of by or under the direction of the judges of that division or such of them as the Lord Chancellor may assign for the purpose, was carried, on a division, by twenty-seven to twelve, subject to a new clause to be hereafter brought up by the Attorney-General. Clauses 3 and 4 were passed.

Mr. J. E. Gray Hill, solicitor, of the firm of Messrs. Hill, Dickinson, Dickinson, & Hill, Liverpool, has recently been travelling through Syria and the Holy Land, with Mrs. Hill, and a number of attendants. Jerusalem having been visited, the travellers started off to Petra, which is some seven or eight days journey from Jerusalem, and all went well until a spot about two days' distant from Petra was reached. Here the guides informed their employers that they could continue no further, as a number of the small tribes were engaged in their periodical bickerings. That being so, they elected to return to Jerusalem, and set off with that intention, the homeward journey being achieved in comfort till the holy city was but forty hours' ride distant. In an ideal camping ground, beneath a clump of date palms, the ground being carpeted with a thick covering of vegetation, the tents were pitched, and when night descended the campers retired to rest. Morning dawned, however, on a different sight. Before the tent doors was ranged a line of fierce looking Arabs with tufted lances, long-barrelled rifles, and heavy, clumsy looking pistols. The horsemen—for each man was mounted on a small wiry Arab—advanced, and their leader informed Mr. Hill that no violence would be offered his party, but they must remain in their camp until such time as permission was given them to strike their tents. He further intimated that such permission would not be accorded until a certain sum in hard cash was handed over to the big-bearded chieftain. Not having the sum demanded in his possession, for to carry valuables in that part of the world is to risk life, Mr. Hill sent a dervish to the British consul at Jerusalem. The money was eventually forthcoming, but not before the party had been kept prisoners for nearly ten days. Jerusalem was reached without further molestation.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | | Appeal Court No. 2. | Mr. Justice Kay. | Mr. Justice Chitty. |
|---|---|---|---|---|
| Monday, April | 28 | Mr. Jackson | Mr. Pugh | Mr. Lavie |
| Tuesday | 29 | Clowes | Beal | Carrington |
| Wednesday | 30 | Jackson | Pugh | Lavie |
| Thursday, May | 1 | Clowes | Beal | Carrington |
| Friday | 2 | Jackson | Pugh | Lavie |
| Saturday | 3 | Clowes | Beal | Carrington |

| | | Mr. Justice North. | Mr. Justice Stirling. | Mr. Justice Kekewich. |
|---|---|---|---|---|
| Monday, April | 28 | Mr. Rolt | Mr. Ward | Mr. Godfrey |
| Tuesday | 29 | Farmer | Pemberton | Leach |
| Wednesday | 30 | Rolt | Ward | Godfrey |
| Thursday, May | 1 | Farmer | Pemberton | Leach |
| Friday | 2 | Rolt | Ward | Godfrey |
| Saturday | 3 | Farmer | Pemberton | Leach |

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, April 18.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUILDING SOCIETIES TRUST, LIMITED—Chitty, J, has fixed April 29, at 11, at his chambers, for the appointment of an official liquidator

JOHNSON & CO, LIMITED—Stirling, J, has fixed Tuesday, April 29, at 12, at his chambers, for the appointment of an official liquidator

THE CHRISTIAN MILLION PUBLISHING CO, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to John H Champness, 57, Moorgate st May & Co, Adelaide place, London Bridge, solors for liquidator

THE CROOKBOTTOM MANUFACTURING CO, LIMITED—Creditors are required, on or before June 2, to send their names and addresses and the particulars of their debts or claims, to John Richard Norman, Stamford st, Stalybridge Buckley & Miller, Stalybridge, solors for liquidator

THE FARNWORTH AND DISTRICT MINERAL WATER MANUFACTURING AND BOTTLING CO, LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to Mr Robert Simpson Entwisle, Rawson st, Farnworth Monks, Farnworth, solor for liquidator

WILLIS'S ROOMS, LIMITED—Chitty, J, has, by an order dated Feb 12, appointed Edward Moore, 3, Crosby sq, to be official liquidator

WORCESTERSHIRE CATTLE PLAGUE MUTUAL ASSURANCE CO, LIMITED—Petn for winding up, presented April 12, directed to be heard before Kay, J, on Saturday, May 3 Stallard & Turner, Bedford row, agents for Beale, Worcester, solor for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

TIMES MANUFACTURING CO, LIMITED—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Mr Thomas Smethurst, 25, Pall Mall, Manchester Tuesday, May 27, at 12, is appointed for hearing and adjudicating upon the debts and claims

### FRIENDLY SOCIETIES DISSOLVED.

BRITON'S GLORY LODGE, Independent Order of Odd Fellows, Entwistle Arms, Halifax rd, Rochdale, Lancaster April 12

HANOVER SOCIAL CLUB SOCIETY, 33, Gilbert st, Grosvenor sq, W April 12

ROSE AND THYME LODGE, United Order of Free Gardeners Friendly Society, White Horse Hotel, Leigh, Lancaster April 15

SUSPENDED FOR THREE MONTHS.

DINAS YN MAWDDWY FRIENDLY SOCIETY, Buckley Arms Hotel, Dinas Mawddwy, Merioneth April 15

HEART OF OAK LODGE, Ancient Order of the Golden Fleece, Bradford Unity, Junction Inn, Leeds rd, Deighton lane End, Huddersfield April 15

*London Gazette.*—TUESDAY, April 22.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GOLLFIELD OF APPOLONIA MINING CO, LIMITED—Chitty, J., has, by an order dated March 25, appointed James Henry Skrine Hanning, 17, Coleman-street, to be official liquidator

METAL RECOVERY CO, LIMITED—Petn for winding up, presented April 18, directed to be heard before Kay, J., on Saturday, May 3 Hindson-Miller & Vernon, Moorgate-street, solors for petnr

PATENT LATH, SPLINT, AND MATCH SYNDICATE, LIMITED—Kay, J., has, by an order dated March 21, appointed Mr. William Edmonds, 8, Old Jewry, to be official liquidator

PUBLIC WORKS AND CONTRACT CO, LIMITED—Stirling, J., has fixed May 2, at 12, at his chbrs, for appointment of official liquidator

THE ENFIELD COFFEE TAVERN CO, LIMITED—Creditors are required, on or before May 10, to send their names and addresses and particulars of their debts or claims to Mr. James Warren and Mr. Innes Watson, Duke of Lancaster Coffee Tavern, Silver-street, Enfield

THE NORTH ISLINGTON LIBERAL CLUB CO, LIMITED—Creditors are required, on or before May 12, to send their names and addresses and particulars of their debts or claims to Robert Steven, 415, Holloway rd Lewis, Bush lane, solor for the liquidator

UTTOXETER BREWERY, LIMITED—Kay, J, has fixed Monday, April 28, at 12, at his chambers, for the appointment of an official liquidator
WEST CHESHIRE DAIRY CO, LIMITED—Chitty, J, has, by an order dated Feb 19, appointed Thomas William Fowles, of Nantwich, to be official liquidator

UNLIMITED IN CHANCERY.

NORTH LONDON TRAMWAYS CO—North, J, has, by an order dated March 3, appointed Arthur Edwin Preston, 21, Finsbury pavement, to be official liquidator Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts and claims to the above Wednesday, June 4, at 1, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BANKHALL OIL AND CHEMICAL WORKS, LIMITED—Creditors are required, on or before June 18, to send their names and addresses and particulars of their debts and claims, to Thomas Theodore Rogers, 30, North John st, Liverpool Morecroft, Liverpool, solor for liqudator

FRIENDLY SOCIETIES DISSOLVED.

DALE ABBEY FEMALE SICK SOCIETY, Dale Abbey, Derby April 17
PRIDE OF YARM LODGE, Branch of the Loyal Order of Ancient Shepherds, Ashton Unity Friendly Society, Lord Nelson Inn, High st, Yarm, Yorks April 15

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, April 1.

MUNK, EDWARD, Frittenden, Kent, Farmer. April 29. Munk v Munk, Stirling, J. Robinson. Strood
POPHAM, EDITH MONRO. Clarence parade, Southsea. April 29. Wendover v Popham, Kay, J. Garth, New ct, Carey st
RUSSELL, EMMA, Wellingborough, Northampton. April 30. Dutton v Denby, Stirling, J. Burnham & Co, Wellingborough

*London Gazette.*—FRIDAY, April 4.

BOTTOMLEY, EDWIN, Bradford, Worsted Manufacturer. May 3. Bradford Banking Co (Limited) v Scholefield, District Registrar, Bradford. Hutchinson, Bradford
MAYNARD, WILLIAM, Clifford's inn, Esq. May 1. Foster v Maynard, Chitty, J. Croft & Shirley Turner, Coleman st
ROBSON, THOMAS, Lumley Thicks, Durham, Mining Engineer. May 9. Earl of Durham v Robson, Chitty, J. Harvey, Newcastle upon Tyne

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, April 15.

ASTBURY, HARRIET, Pilkington, Lancs. May 31. Earle & Co, Manchester
BACON, MARTHA ANN, Chesterton, Cantab. May 31. Ginn & Matthew, Cambridge
BARFIELD, ALFRED, Northampton rd, Clerkenwell, Provision Merchant. May 14. Birt & Follett, Townhall chmbrs, Southwark
BELL, THOMAS, South Carlton, Lincs, Labourer. April 30. Toynbee & Co, Lincoln
BUCKWELL, JOHN SEPTIMUS, Brighton, Gent. June 24. Stevens & Sons, Brighton
CATLING, CHARLOTTE, Boxmoor, nr Hemel Hempsted, Herts. June 1. Sedgwick & Co, Watford
CLIFT, GEORGE, Hartley Wintney, Winchfield, Southampton, Gent. May 20. Hyde & Co, Ely pl
CONYERS, WILLIAM, Bramley, Leeds, Tanner. May 9. Elmslie & Co, Leeds
CORBETT, ELIZABETH, Church Lench, Worcs. May 13. New & Co, Evesham
DAVIES, DAVID, Cotham, Bristol, Clerk in Holy Orders. May 10. Sweet & Co, Bristol
DAVIES, WILLIAM, Manchester, formerly an Employe of the Manchester Corporation. May 15. Wood & Co, Manchester
DAWSON, JAMES, Bournemouth, Clerk in Holy Orders. May 16. Preston & Francis, Bournemouth
EACHUS, THOMAS, Northwick, Chester, Hatter. May 18. Trafford & Cook, Northwich
FIELDING, DANIEL, Stalybridge, Gent. May 1. Buckley & Miller, Stalybridge
GILBERT, CATHERINE, Thornhill terr, Sunderland. May 17. Skinner, Sunderland
GREEN, SARAH, Godfrey st, King's rd, Chealsea. May 31 Gasquet & Metcalfe, Idol lane, Eastcheap
HARRIS, ADA LAURA KATE, Ascrley, Surrey, Gent. May 15. Rawlinson, New Broad st
LATIMER, THOMAS, Pudsey, Yorks, Manufacturer. May 10. Newell, Bradford and Pudsey
LYNCH, ROSE ELIZABETH, Westbourne ter. May 30. Alexander, Ely place, Holborn
MAKINSON, JOHN, Upholland, Lancs, Quarry Master. May 13. Milligan & Bryan, Wigan
MASTERS, ELIZA ELEANOR LARDE, Balham High rd. June 3. Grundy & Co, Queen Victoria st
MCDOUALL, ELIZA, Chelsea. May 10. Wills & Co, Carter lane
MELLOR, JAMES, Roxbury, Oldham, Roller Coverer. May 8. Halliwell, Oldham
MOODY, MARY, Burton by Lincoln. April 30. Toynbee & Co, Lincoln
MORTIMER, SUSANNAH HOWARD, Moulton, Lincs. May 31. Iveson & West, Hull
MORRIS, FREDERIC SOUTH, Birmingham, Chemist. May 19. Perry & Travis, Stourbridge
ODDIE, LUCY, Bowerham, Lancaster. June 1. Simpson & Cullingford, Gracechurch st
PARTRIDGE, MARY ANN, Prince of Wales rd, Norwich. May 19. Miller & Co, Norwich
REVILL, CHARLOTTE, Sturton by Stowe, Lincs. June 30. Hebb, Lincoln
ROBERTS, THEODORE, George st, Hanover sqr, Esq. May 20. Frere & Co, Lincoln's inn fields
ROBINSON, CUTHBERT, Sunderland, Gent. May 15. J. & W. J. Robinson, Sunderland
SALTER, GEORGE, Hobart pls, Eaton sqr, Gent. May 15. Newman, Clifford's inn
SALTER, WILLIAM CHRISTOPHER, Hobart pls, Easton sqr, Gent. May 15. Newman, Clifford's inn
SLINGSBY, RICHARD, Tuebrook, nr Liverpool, Gent. June 1. Mason & Grierson, Liverpool
SARGOOD, EMMA, Caston st Poplar. May 15. Rutland, Chancery lane
SMITH, HENRY SOULBY, Whitby, Yorks, Gent. April 21. Jackson & Jackson, Middlesborough
SMITH, HENRY FRANCIS, Folke Rectory, nr Sherborne, Dorset, Clerk in Holy Orders. June 2. Robinson & Co, Lincoln's inn fields
STEELE, SAMUEL, Derby, Merchant Tailor. June 14. Stone, Derby
TASKER, LOUISA SUSANNA, Melbourne, Derby. June 1. Smith & Mammatt, Ashby de la Zouch
TAYLOR, JOHN, West Sunderland, Gent. May 31. Stokoe, Sunderland
VENABLES, THOMAS, Aston, nr Stevenage, Herts, Major in H. M. 83rd Regiment. May 14. Torr & Co, Bedford row
WARD, FRANCES, Faversham, Kent. May 15. Taylor & Co, Furnival's inn
WRIGHT, JAMES, Little James st, Gray's inn rd, Licensed Victualler. May 31. Howard, Gray's inn sq

*London Gazette.*—FRIDAY, April 18.

ATHERTON, PETER, Preston, Gent. May 1. Fordshaw & Parker, Preston
AYRE, WILLIAM, Stoke Saint Mary, Somerset, Gent. May 13. J. & S. P. Pope, Exeter
BAKER, CHARLES, Barlborough, Derby, Contractor. Aug 1. Alderson & Co, Eckington and Sheffield
BENNETT, SAMUEL, Bromley, Kent, Gent. May 31. Avis, Furnival's inn
BLAKE, XAVERIUS EDWARD, Egham, Surrey, formerly Registrar of the Eastern Telegraph Co, Lim. June 4. Burn, Moorgate st bldgs
BRADSHAW, JAMES, Barclay rd, Walham green. May 31. Ashurst & Co, Old Jewry
BRETHERTON, CHARITY, Southport. June 14. Threlfall, Southport
COGSWELL, SARAH, Bath. May 14. Gill & Bush, Bath
COLLINSON, ROBERT ELLINGTON, J.P., Ripon, Hotel Proprietor. May 17. Bateson, Harrogate
CONNOP, EMMA WILSON, Bradfield, Berks. May 28. Tatham & Procter, Lincoln's inn fields
CRICKETT, MARY ANN CHARLOTTE, Fulham. May 27. Price & Son, Walbrook
DONELAN, MABEL, Boulogne sur Mer, France. June 23. Witham & Co, Gray's inn sq
FISK, JOHN CANA, Woodbridge, Suffolk, Auctioneer. May 20. G. E. Walker, Auctioneer, Woodbridge
FLACK, EDWARD, Stevenage, Herts, Innkeeper. May 19. C. W. Flack, Stevenage, Herts
GARDINER, JAMES ROBERT, Victoria st, Westminster, Esq. July 1. Bircham & Co, Parliament st
GILL, GEORGE, Wakefield, retired Railway Agent. May 5. Gray, Barnsley
GOODE, ANN, Hunderton, Hereford. May 20. Hutchinson & Earle, Hereford
GOWER, JOHN, Bow lane, Lace Agent. May 31. Chapple & Co, Carter lane
GRIFFITHS, DAVID, St John's, Kent. May 17. Soames & Co, Lincoln's inn fields
HAGUE, HENRY, York, Labourer. May 20. Iveson & West, Hull
HELLIWELL, THOMAS, Norton, Derby, Farmer. Aug 1. Alderson & Co, Eckington and Sheffield
HARDY, ANN, Alford, Lincs. June 1. Rhodes & Carnley, Alford and Spilsby
HARRISS, WILLIAM HENRY, Southgate rd, Islington, White Lead Merchant. May 31. Satchell & Chapple, Queen st, Cheapside
HASKINS, SAMUEL, Woodford, Essex. May 19. Brown, Queen Victoria st and Wanstead
HUNTER, FRANCIS, Brook green, Hammersmith, Gent. May 15. Watts, Stone bldgs
JERWOOD, RICHARD, Furnival's inn, Solicitor. May 30. Birch, Hillside, Ornan rd, Hampstead
MAGEE, MARGARET, Jamaica st, Liverpool. May 18. Yates & Co, Liverpool
MCPARLIN, PETER, East Yarrow, Durham, Grocer. June 1. Mather & Co, Newcastle on Tyne
MILLER, ALFRED, Finchley rd, Licensed Victualler. May 19. Taylor, Lincoln's inn fields
MONKS, ROBERT, Swinton Park. May 5. Grundy & Co, Manchester
ORRELL, JOSEPH, Atherton, Lancs, retired Farmer. June 2. Carr, Atherton
OSBORN, ELI, Kelvedon, Essex, Grocer. June 1. Beaumont & Surridge, Coggleshall
PALMER, ISABELLA, Richmond, Surrey. May 21. Palmer & Co, Trafalgar sq
REID, HENRY STEWART, Cromwell rd, South Kensington. May 15. Hardisty & Co, Great Marlborough st
SAGE, JAMES, Newman's row, Lincoln's inn fields, Bookseller. May 31. Ihin, Lincoln's inn fields
SAWDY, EDWARD, Stoke Damerel, Devon, Gent. August 7. Elworthy & Co, Plymouth
SAWDY, MARGARET, Stoke Damerel, Devon. August 7. Elworthy & Co, Plymouth
SOUTHCOMB, ANNA MARIA, Heavitree, Devon. May 1. Toser & Co, Exeter
STANGER, MARY, Keswick. May 16. Little & Lamonby, Penrith
TEMPLETOWN, Right Hon. GEORGE FREDERICK, Vicount, Templepatrick, Antrim G.C.B. July 1. Coe, Hart st, Bloomsbury sq
THOMPSON, WILLIAM, Brinnington, nr Stockport. April 30. Cartmel, Kendal
VASEY, THOMAS, Scarborough, Farmer. May 25. Birdsall & Cross, Scarborough
WALL, HARRIET, Walmer, Kent. May 23. Hanbury & Co, New Broad st
WALSH, FRANCIS ELDRIDGE, Sudbury, Suffolk, Solicitor. May 18. Robbins & Co, Surrey House, Victoria Embankment
WELD, MARGARET, Notting Hill sqr. May 20. Jordan & Son, Victoria st
WHEATER, WILLIAM, Fence Houses, Durham, Innkeeper. May 23. Birdsall & Cross, Scarborough
WILKINSON, THOMAS, Pinner, Chemist. May 29. Barnard & Taylor, Lincoln's inn fields
YOUNG, MARY ANN, Richmond. May 24. Sharpe, Warwick crt, Gray's inn

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette*—FRIDAY, April 18.

### RECEIVING ORDERS.

ASHMEAD, HENRY THOMAS. Rock Ferry, Cheshire, Commercial Traveller Birkenhead Pet April 16 Ord April 16

BALDWIN, RICHARD, Camden row, Peckham rd, Builder High Court Pet March 15 Ord April 15

BROADLEY, ALLAN. Bradford, late Commission Wool Comber Bradford Pet March 26 Ord April 14

BULMER, THOMAS, Leeds, Joiner Leeds Pet April 15 Ord April 15

CATLEY, JOHN, Little Shelford, Cantab, Ropemaker Cambridge Pet April 14 Ord April 14

CHADWICK, WILLIAM, Armley, Leeds, Labourer Leeds Pet April 16 Ord April 16

DAVIES, JAMES, Southport, Master Carter Liverpool Pet April 15 Ord April 15

DEAN, ERNEST, and PERCY LLOYD DEAN, Liverpool, Tailors Liverpool Pet April 14 Ord April 14

DUGON, FRANCIS, Bunhill row, Printer High Court Pet April 14 Ord April 14

EATON, SAMUEL, Workington, Cumbld, Grocer Workington Pet April 14 Ord April 14

FLOWERS, HENRY THOMAS, Rothwell, Yorks, Grocer Leeds Pet April 15 Ord April 15

HANCOCK, MATTHEW JAMES, Burslem, Staffs, Jeweller Burslem Pet April 14 Ord April 14

HILL, EDWARD JAMES, Balcombe, Sussex, Grocer Brighton Pet April 14 Ord April 14

HILTON, WILLIAM, Longton, Staffs, Blacksmith Stoke upon Trent Pet April 15 Ord April 15

LATHBURY, THOMAS ARTHUR, City road, Surgeon High Court Pet March 31 Ord April 16

LONGBOTTOM, JAMES, Halifax, Beerhouse Keeper Halifax Pet April 15 Ord April 15

MAKEPEACE, JOHN, Royal Leamington Spa, Grocer Warwick Pet April 15 Ord April 15

METZ, JOSEPH, Worship street, Umbrella Stick Manufacturer High Court Pet April 14 Ord April 14

MORGAN, ARTHUR, Clee, Lincs, Fisherman Great Grimsby Pet April 14 Ord April 14

NORRIS, GEORGE, Newtown, Holmfirth, Yorks Wholesale Cigar Merchant Huddersfield Pet April 16 Ord April 16

ONIONS, WILLIAM ALFRED, Haseley, nr Warwick, Bootmaker Warwick Pet April 14 Ord April 14

PECK, FREDERICK Arthur, Cleethorpes, Lincs, Chemist Great Grimsby Pet April 15 Ord April 15

PECK, JOHN, Leverington, Parson Drove, Cantab, Farmer King's Lynn Pet April 16 Ord April 16

PEMELL, EDMUND, the Stock Exchange, Stockbroker High Court Pet Feb 27 Ord April 16

PETTIFER, WILLIAM, Croydon, Builder Croydon Pet Apr 12 Ord Apr 12

ROGERS, DAVID, Llanhennock, Mon, Miller Newport, Mon Pet Apr 15 Ord Apr 15

RUXTON, WILLIAM CAMPBELL, Crewys rd, Peckham High Court Pet Mar 25 Ord Apr 14

SANDAVER, GEORGE, Spridlington, Lincs, Blacksmith Lincoln Pet Apr 15 Ord Apr 15

SCARBER, ROBERT, High st. Borough, Ironmonger High Court Pet Apr 1 Ord Apr 14

SCUDDS, EDWARD STEPHEN, Lee, Kent, late Corn Merchant Greenwich Pet Apr 14 Ord Apr 14

SMITH, THOMAS JOHN, Wakefield, Tobacconist Wakefield Pet Apr 14 Ord Apr 14

SOLLOWAY, ISAAC, Oxford, Butcher Oxford Pet Apr 14 Ord Apr 14

TRASDALE, JOB, Hunslet, Leeds, Tobacconist Leeds Pet Apr 15 Ord Apr 15

THOMPSON, WILLIAM HANDWELL, Hartlepool, Tobacconist Sunderland Pet Apr 15 Ord Apr 15

TINKER, ARTHUR, Holmfirth, Yorks, Woollen Manufacturer Huddersfield Pet Apr 14 Ord Apr 14

WESTWELL, JOSEPH, Darwen, Lancs, Joiner Blackburn Pet Apr 14 Ord Apr 14

WILLIAMS, WILLIAM RICHARD, Penzance, Butcher Truro Pet Apr 12 Ord Apr 12

WILLIAMSON, CHARLES, Preston, Rope Maker Preston Pet Apr 15 Ord Apr 15

### FIRST MEETINGS.

ANNS, THOMAS, King st, Cheapside, General Merchant May 2 at 1 33, Carey st, Lincoln's inn fields

BERRY, JOHN, High st, Borough, Boot Manufacturer April 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

BROADLEY, ALLAN, Bradford, late Commission Wool Comber April 28 at 11 Off Rec, 31, Manor row, Bradford

BULCOCK, WILLIAM, Tue Brook, nr Liverpool, Builder May 1 at 3 Off Rec, 35, Victoria st, Liverpool

CASSINGHAM, THOMAS, Ramsgate, Draper April 26 at 12 Bankruptcy bldgs, Lincoln's inn

CATER, WILLIAM, Bredfield, Suffolk, Farmer April 29 at 12.15 Off Rec, Ipswich

CATLEY, JOHN, Little Shelford, Cantab, Ropemaker April 25 at 12 Off Rec, 5, Petty Cury, Cambridge

COATES, LEONARD, Knightrider st, Umbrella Manufacturer May 2 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

CRONIN, ANNIE, Penzance, Boot Dealer April 26 at 12.30 Off Rec, Boscawen st, Truro

DIMMACK, THOMAS JAMES, Wolverhampton, Horse Dealer May 6 at 11 Off Rec, St Peter's close, Wolverhampton

DOUGALL, KEIR JOHNSON, Lyddington, Wilts, Medical Man April 25 at 2 Off Rec, 32, High st, Swindon

EDWARDS, JOHN EDWARD, Campbell rd, Bow, Builder April 30 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn

EVELYN, EDWARD SHERE, Paglesham, Essex, Gent May 1 at 11.30 Off Rec, High st, Rochester

HANCOCK, MATTHEW JAMES, Burslem, Staffs, Jeweller April 25 at 11 Off Rec, Newcastle under Lyme

HARRISON, J., & Co, Finsbury pavement, Builders April 30 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

HILTON, WILLIAM, Longton, Staffs, Blacksmith April 25 at 12 Off Rec, Newcastle under Lyme

HOGARTH, GEORGE BICKNELL, and ANDREW DAVID HOGARTH, Oxford st, Picture Dealers April 28 at 11 33, Carey st Lincoln's inn

HOSE, RICHARD ADOLPHUS, Finsbury circus, Dentist April 28 at 12 33, Carey st, Lincoln's inn

JACOBS, JULIUS, Arthur st, Barnsbury, Debt Buyer April 29 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JAMES, ROBERT, Church st, Paddington, Tax Collector April 29 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JEFFERIS, ALFRED LONG, Gt Winchester st, Mining Engineer April 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

KIRKBY, ROBERT, York, Clothier April 28 at 11.30 Off Rec, York

LEAVER, THOMAS BIRD, Newman's row, Lincoln's inn fields, Law Stationer April 30 at 11 33, Carey st, Lincoln's inn fields

LONGBOTTOM, JAMES, Halifax, Beerhouse Keeper April 28 at 11 Off Rec, Halifax

LOVELL, FRANCIS OTLEY, Wellington rd, St John's Wood, Surgeon May 1 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

MILLS, WALTER, Gt Yarmouth, Carter April 26 at 11 Off Rec, 8, King st, Norwich

MOFFAT, ROBERT MAXWELL, Blackpool, Physician May 2 at 2 Off Rec, 14, Chapel st, Preston

NEWSON, HENRY RICHARD, Devonshire sq, Bishopsgate, Solicitor April 30 at 12 33, Carey st, Lincoln's inn fields

NORRIS, GEORGE, Newtown, Holmfirth, Yorks, Wholesale Cigar Merchant April 30 at 3 Haigh & Son, Solicitors, New st, Huddersfield

PAYNE, HARRY JOHN, Woore, Salop, Coltbreaker April 25 at 2 Off Rec, Newcastle under Lyme

RADFORD, JAMES, and JOSEPH BOSTOCK, Sneinton, Notts, Grocers April 25 at 11 Off Rec, St Peter's Church walk, Nottingham

ROGERS, DAVID, Llanhennock, Mon, Miller April 29 at 12 Off Rec, Council chmbrs, Corn st, Newport, Mon

SMITH, FREDERICK WILLIAM, Leeds, Manager in Wheatmeal Manufactory April 28 at 11 Off Rec, 22, Park row, Leeds

SMITH, THOMAS JOHN, Wakefield, Tobacconist April 25 at 11 Off Rec, Bond terr, Wakefield

SMITH, THOMAS YATES, Nottingham, Beerseller April 25 at 2.30 Off Rec, St Peter's Church walk, Nottingham

THORNLEY, WILLIAM, Nottingham, Lace Manufacturer April 25 at 12 Off Rec, St Peter's Church walk, Nottingham

TINKER, ARTHUR, Holmfirth, Yorks, Woollen Manufacturer Hpril 28 at 3 Haigh & Son, Solicitors, New st, Huddersfield

WEBSTER, JOHN, Leeds, Insurance Superintendent April 28 at 12 Off Rec, 22, Park row, Leeds

WILLIAMS, WILLIAM RICHARD, Penzance, Butcher April 26 at 11.30 Off Rec, Boscawen st, Truro

### ADJUDICATIONS.

ASHMEAD, HENRY THOMAS, Rock Ferry, Cheshire, Commercial Traveller Birkenhead Pet April 16 Ord April 16

ASHTON, JAMES, and EDWARD PALK WILLIAMS, late of Manchester, Merchants Manchester Pet March 1 Ord April 15

BERRY, JOHN, High st, Borough, Boot Manufacturer High Court Pet April 9 Ord April 14

BORTON, ELIZA, Leamington, Leather Seller Warwick Pet April 5 Ord April 14

BROWN, WALTER SKILTON, Harlow, Essex, Butcher Hertford Pet March 25 Ord April 14

BULCOCK, WILLIAM, Tue Brook, nr Liverpool, Builder Liverpool Pet March 14 Ord April 16

CATLEY, JOHN, Little Shelford, Cantab, Ropemaker Cambridge Pet April 14 Ord April 14

CHADWICK, WILLIAM, Armley, Leeds, Labourer Leeds Pet April 16 Ord April 16

COHEN, HARRIS, Newcastle on Tyne, Glazier Newcastle on Tyne Pet March 31 Ord April 14

CRONIN, ANNIE, Penzance, Boot Dealer Truro Pet April 5 Ord April 16

DAVIES, JAMES, Southport, Master Carter Liverpool Pet April 15 Ord April 15

DENNISON, EDWARD, Fenchurch st, Corn Merchant High Court Pet April 9 Ord April 15

DOUGALL, KEIR JOHNSON, Lyddington, Wilts, Medical Man Swindon Pet Feb 21 Ord April 14

DRUIFF, LIONEL, Hatton grdn, Holborn, Optician High Court Pet March 8 Ord April 14

EATON, SAMUEL, Workington, Cumberland, Grocer Workington Pet April 12 Ord April 14

EDWARDS, ROBERT EDWARD JOHN, Birmingham, Tailor Birmingham Pet March 15 Ord April 15

FLOWERS, HENRY THOMAS, Rothwell, Yorks, Grocer Leeds Pet April 15 Ord April 15

GRIFFITHS, SARAH ANNE, Plas Issa, nr Mold, Flints, Farmer Chester Pet March 21 Ord April 15

HALEY, DAVID, Judd st, King's cross, Fishmonger High Court Pet March 19 Ord April 14

HANCOCK, MATTHEW JAMES, Burslem, Staffs, Jeweller Burslem Pet April 14 Ord April 14

HARELDINE, WILLIAM, Elstree, Herts, Builder Barnet Pet Apr 1 Ord Apr 14

HILL, EDWARD JAMES, Balcombe, Sussex, Grocer Brighton Pet Apr 14 Ord Apr 14

HILTON, WILLIAM, Longton, Staffs, Blacksmith Stoke upon Trent Pet Apr 14 Ord Apr 15

HOWIE, DAVID, Norwich, Photographer Norwich Pet Mar 27 Ord Apr 14

KELLY, HUGH, Birmingham, Tailor Birmingham Pet Mar 15 Ord Apr 15

KIRKBY, ROBERT, York, Clothier York Pet Apr 12 Ord Apr 12

LANDQUIST, JUSTUS FERDINAND, Mark lane, Commission Agent High Court Pet Apr 9 Ord Apr 14

LEVY, ABRAHAM DAVID, Hackney rd, Bootmaker High Court Pet Apr 11 Ord Apr 16

LONG, JOSEPH EDWARD, Bishop's Stortford, Herts, Pawnbroker Hertford Pet Apr 3 Ord Apr 14

LUKE, DAVID SMITH, Barrow in Furness, Clothier Barrow in Furness Pet Mar 19 Ord Apr 14

MAKEPEACE, JOHN, Royal Leamington Spa, Grocer Warwick Pet Apr 15 Ord Apr 15

MARR, JAMES, late of Liverpool, Accountant Liverpool Pet Apr 3 Ord Apr 15

MCSHANE, CHARLES V., Chelverton rd, Putney, Jeweller Wandsworth Pet Feb 17 Ord April 14

METZ, JOSEPH, Worship st, Umbrella Stick Manufacturer High Court Pet April 14 Ord April 14

MIDDLETON, JOHN, Worcester, Wheelwright Worcester Pet April 2 Ord April 14

MORGAN, ARTHUR, Clee, Lincs, Fisherman Great Grimsby Pet April 14 Ord April 14

MORRELL, WILLIAM, the Avenue, Acre lane, Brixton lately Restaurateur High Court Pet March 3 Ord April 15

NORRIS, GEORGE, Newtown, Holmfirth, Yorks, Wholesale Cigar Merchant Huddersfield Pet April 16 Ord April 16

ONIONS, WILLIAM ALFRED, Haseley, nr Warwick, Bootmaker Warwick Pet April 14 Ord April 16

PADGETT, FREDERIC LEOPOLD, Bromley, Kent, Auctioneer Barnstaple Pet March 15 Ord April 16

PARKINSON, GEORGE, Ancoats, Manchester, Brickmaker Manchester Pet March 25 Ord April 15

PEARS, JONATHAN BOWDON, Sunderland, Ropemaker, Sunderland Pet Feb 7 Ord Feb 10

PECK FREDERICK ARTHUR, Cleethorpes, Lincs, Chemist Great Grimsby Pet April 14 Ord April 15

PECK, JOHN, Leverington, Parson Drove, Cantab, Farmer King's Lynn Pet April 16 Ord April 16

RADFORD, JAMES, and JOSEPH BOSTOCK, Sneinton, Grocers Nottingham Pet March 18 Ord April 16

ROGERS, DAVID Llanhennock, Mon, Miller Newport Mon. Pet April 15 Ord April 15

SANDAVER, GEORGE, Spridlington, Lincs, Blacksmith Lincoln Pet April 15 Ord April 15

SCUDDS, EDWARD STEPHEN, Lee, Kent, late Corn Merchant Greenwich Pet April 14 Ord April 14

SIMON, LOUIS MICHAEL, Outer Temple, Strand, General Agent High Court Pet Feb 7 Ord April 14

SMALLMAN, BENJAMIN, Royal Leamington Spa, Plumber Warwick Pet March 14 Ord April 14

SMITH, THOMAS JOHN, Wakefield, Tobacconist Wakefield Pet April 14 Ord April 14

TRASDALE, JOB, Hunslet, Leeds, Tobacconist Leeds Pet April 15 Ord April 15

THOMAS, ROBERT, Nottingham Confectioner Nottingham Pet March 27 Ord April 16

THOMPSON, WILLIAM HANDWELL, Hartlepool, Tobacconist Sunderland Pet April 15 Ord April 16

THORNE, CHARLES, Hildenborough, Tonbridge, Innkeeper Tunbridge Wells Pet April 8 Ord April 15

WEATHERHEAD, CHARLES, and FRANCIS EDWARD WEATHERHEAD, Shipley, Yorks, Worsted Coating Manufacturers Bradford Pet March 24 Ord April 15

WILLIAMS, WILLIAM RICHARD, Penzance, Butcher Truro Pet April 8 Ord April 14

WOODMAN, JOHN JOSEPH, Chorlton cum Hardy, nr Manchester, Architect Salford Pet April 3 Ord April 15

NOTE.—The Notice of Adjudication re Robert Beckwith, Stockton on Tees, published in the Gazette of April 1, is hereby cancelled, no Order of Adjudication having been made.

### ADJUDICATION ANNULLED.

DAWSON, EDWARD, Stafford, Hairdresser Stafford Adjud June 18, 1889 Annul April 15

*London Gazette*.—TUESDAY, April 22.

### RECEIVING ORDERS.

ASHWELL, HENRY, Gt Marylebone st, Portland pl, Builder High Court Pet April 18 Ord April 18

BATTY, JOHN, Hulme, Manchester, Ironmonger Manchester Pet March 26 Ord April 17

BELL, THOMAS, Patterdale, Westmorland, Farmer Carlisle Pet April 19 Ord April 19

BROWN, EDWARD, Liverpool st, Architect High Court Pet April 11 Ord April 16

BURGESS, WILLIAM JOHN, Sandown, I. W., Grocer Newport and Ryde Pet April 19 Ord April 19

BURLAND, WALTER WILLIAM, York, Innkeeper York Pet April 19 Ord April 19

COX, JOSEPH, Leicester, Provision Dealer Leicester Pet April 17 Ord April 17

DAY, GERARD JAMES, Cannon st Hotel, Gent High Court Pet April 18 Ord April 18

DRAKEFORD, JOSEPH, Oxford, Accountant Oxford Pet April 18 Ord April 18

DREWITT, WILLIAM HENRY, Burnley, Plumber Burnley Pet April 3 Ord April 18

EDE, CORNELIUS, Edgbaston, Birmingham, Gent Birmingham Pet April 2 Ord April 17

FLANAGAN, JOHN, Leicester, Cattle Dealer Leicester Pet April 19 Ord April 19

GILL, ROBERT, and WALTER GILL, Malpas, Cheshire, Tinplate Workers Nantwich and Crewe Pet April 17 Ord April 17
GRANT, EMILY, West Bromwich, Bread Dealer Dudley Pet Mar 19 Ord April 19
HOOK, WILLIAM HUGHES, Lydd, Kent, Grocer Hastings Pet April 19 Ord April 19
HUNTLEY, ARTHUR, Weston super Mare, Ironmonger Bridgwater Pet April 17 Ord April 17
INGHAM, JOSEPH, Halifax, Grocer Halifax Pet April 18 Ord April 18
ISITT, WILLIAM, Kettering, Northamptonshire, Plumber Northampton Pet April 19 Ord April 19
JASPER, EDWARD, Vronoyaylite, Llangollen, Denbighshire, Publican Wrexham Pet Mar 24 Ord April 15
JEYNES, WALTER, Leonard Stanley, nr Stonehouse, Glos, Baker Cheltenham Pet April 19 Ord April 19
JONES, ROBERT, Leicester, Shoe Manufacturer Leicester Pet April 17 Ord April 17
KIRBY, WILLIAM, York, Commission Agent York Pet April 18 Ord April 18
LUCAS, GEORGE EDWARD, Romsey, Southampton, Coachbuilder Southampton Pet April 2 Ord April 18
LUEY, HARFORD, Southampton, Corn Merchant Southampton Pet April 2 Ord April 18
MALLARD, JOHN, Northampton, Shoe Manufacturer Northampton Pet April 9 Ord April 15
MILNER, HARRY, Halifax, Stationer Halifax Pet April 18 Ord April 18
MORRIS, JOHN, Boston, Fruiterer Boston Pet April 18 Ord April 19
MYERS, JOSEPH, Duke st, Aldgate, Optician High Court Pet April 18 Ord April 18
OTTEY, PETER JOHN, Burton on Trent, Chemist Burton on Trent Pet April 19 Ord April 19
PARKER, COLEMAN SOLOMON, White st, Houndsditch, Fish Salesman High Court Pet April 17 Ord April 17
PINSON, EDMUND, Bloxwich, Staffs, Tea Seller Walsall Pet April 17 Ord April 17
RAYSON, WILLIAM, Leicester, Yeast Dealer Leicester Pet April 17 Ord April 17
SOLOMON, SAMUEL, Guildford st High Court Pet March 6 Ord March 31
SPANTON, CHARLES, jun, Vauxhall Bridge rd, Timber Merchant High Court Pet March 11 Ord April 17
STANLEY, JOSEPH late of Beaumont, Jersey, Solicitor Norwich Pet April 9 Ord April 19
STEPHENSON, JOHN JAMES, York, Cabinet Maker York Pet April 17 Ord April 17
TAYLOR, GEORGE HENRY, Bow lane, Iron Merchant High Court Pet April 19 Ord April 19
TAYLOR, JOHN, late of Goudhurst, Kent, Grocer Hastings Pet March 27 Ord April 12
TRESHAM, EDWARD, Northampton, Wine Merchant Northampton Pet April 15 Ord April 15
WESTON, JOHN BERNARD, Ladywood, Birmingham, Journeyman Glass Decorator Birmingham Pet April 17 Ord April 17
WILLIAMS, ROBERT, Llanfor, Merioneth, Farmer Wrexham Pet April 18 Ord April 18

The following amended notice is substituted for that published in the London Gazette, April 4.

WILLEY, FRANK, Shadwell Market, Fish Salesman High Court Pet March 29 Ord April 9

The following amended notice is substituted for that published in the London Gazette of April 15.

ADLAM, WILLIAM HENRY, Reading, Fancy Warehouseman Reading Pet April 9 Ord April 9

FIRST MEETINGS

APPLETON, WILLIAM, Burton Leonard, nr Ripon Yorks, Farmer April 29 at 11.30 Railway Hotel, Northallerton
ASHMEAD, HENRY THOMAS, Rock Ferry, Cheshire, Commercial Traveller April 30 at 3 Off Rec, 35, Victoria st, Liverpool
AWDE, JONATHAN, Barnard Castle, Durham, Seed Cake Maker May 1 at 12 Station Hotel, York
BARKER, JOHN, Whitby, Yorks, Grocer April 30 at 3 Off Rec, 8, Albert rd, Middlesborough
BARRON, THOMAS, Tunstall in Holderness, Yorks, Farmer April 29 at 11 Off Rec, Trinity House lane, Hull
BRADSHAWE, CHARLOTTE DOROTHY, Warwick sq, Pimlico, Widow May 6 at 11 33, Carey st, Lincoln's inn fields
BROOKES, ALEXANDER, Birmingham, Market Gardener May 1 at 11 25, Colmore row, Birmingham
BUCHNER, PAUL FREDERICK, Farringdon st, China Dealer May 6 at 1 33, Carey st, Lincoln's inn fields
BURLAND, WALTER WILLIAM, York, Innkeeper May 1 at 10.30 Off Rec, York
CRADWICK, WILLIAM, Armley, Leeds, Labourer May 1 at 11 Off Rec, 22, Park row, Leeds
COX, JOSEPH, Leicester, Provision Dealer April 30 at 12.30 Off Rec, 34, Friar lane, Leicester
CUTFORTH, CHARLES, Queen Victoria st, Timber Merchant May 6 at 2.30 33, Carey st, Lincoln's inn
DEAN, ERNEST, and PERCY LLOYD DEAN, Liverpool, Tailors May 2 at 3 Off Rec, 35, Victoria st, Liverpool
DELL, JOHN, Northampton, Wine Merchant May 1 at 3 Bankruptcy bldgs, Lincoln's inn
DENYER, CORNELIUS, Blackfriars rd, Licensed Victualler May 6 at 12 33, Carey st, Lincoln's inn
DEORGE, A, Gt St Helen's, Commission Agent May 6 at 11 Bankruptcy bldgs, Lincoln's inn
EATON, SAMUEL, Workington, Cumberland, Grocer April 30 at 2.30 67, Duke st, Whitehaven
EDWARDS, ROBERT EDWARD JOHN, and HUGH KELLY, Birmingham, Tailors April 30 at 11 25, Colmore row, Birmingham
FINCH, CHARLES, Bagshot, Surrey, Coal Merchant April 29 at 12 Off Rec, St Thomas's chmbrs, 24, Railway approach
FROST, ROWLAND, Wednesfield, Wolverhampton, Galvanized Iron Manufacturer May 6 at 12 Off Rec, St Peter's close, Wolverhampton
INGHAM, JOSEPH, Halifax, Grocer May 1 at 10.30 Off Rec, Halifax
JONES, ROBERT, Leicester, Shoe Manufacturer April 30 at 3 Off Rec, 34, Friar lane, Leicester
KIRBY, WILLIAM, York, Commission Agent May 1 at 1 Off Rec, York
KYNOCH, CHARLES, High st, Clapham, Builder April 30 at 12 Bankruptcy bldgs, Portugal st
LEANING, JOSEPH, Gt Grimsby, Bricklayer April 30 at 11 Off Rec, 3, Haven st, Gt Grimsby
LUCAS, GEORGE EDWARD, Romsey, Southampton, Coachbuilder May 2 at 11.30 Off Rec, 4, East st, Southampton
LUEY, HARFORD, Southampton, Corn Merchant May 2 at 11 Off Rec, 4, East st, Southampton
MARKPEACE, JOHN, Royal Leamington Spa, Grocer May 3 at 11.30 Off Rec, 17, Hertford st, Coventry
MARR, JAMES, late of Liverpool, Accountant May 2 at 2 Off Rec, 35, Victoria st, Liverpool
MARSHALL, CHARLES WILLIAM, Vereker rd, West Kensington, Commission Agent May 1 at 2.30 33, Carey st, Lincoln's inn fields
MILNER, HARRY, Halifax, Stationer May 1 at 11 Off Rec, Halifax
MORTON, RALPH, late of Walworth rd, Provision Dealer May 7 at 11 33, Carey st, Lincoln's inn fields
MULCOCK, WILLIAM JOHN, Cheltenham, Clothier April 29 at 3.30 County Court bldgs, Cheltenham
NEALE, MATTHEW HENRY, East Greenwich, Chemist Apr 30 at 3 24, Railway approach, London Bridge
NEILL, GEORGE ROBERT, Harrington rd, Kensington, no occupation Apr 30 at 2.30 33, Carey st, Lincoln's inn fields
ONIONS, WILLIAM ALFRED, Haseley, nr Warwick, Bootmaker May 3 at 11 Off Rec, 17, Hertford st, Coventry
PARKER, HUGH, Birkenhead, Coal Merchant Apr 30 at 2 Off Rec, 35, Victoria st, Liverpool
PECK, JOHN, Leverington, Parson Drove, Cambs, Farmer May 2 at 10.30 Court House, King's Lynn
PINSON, EDMUND, Bloxwich, Staffs, Tea Seller May 8 at 11.15 Off Rec, Walsall
POWLES, WILLIAM, Old Kent rd, Surgeon May 6 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
RAYSON, WILLIAM, Leices, Yeast Dealer April 30 at 4 Off Rec, 34, Friar lane, Leicester
REVELL, ALFRED, Abbey st, Bermondsey, Greengrocer May 1 at 12 33, Carey st, Lincoln's inn fields
RICKETTS, EDWARD, Gt College st, Camden Town, Coaldealer May 6 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
SANDAVER, GEORGE, Spridlington, Lincs, Blacksmith May 1 at 12 Off Rec, 31, Silver st, Lincoln
SELLEN, ELIJAH, Commercial rd, Peckham, Chemist May 1 at 11 33, Carey st, Lincoln's inn fields
SHAW, GEORGE BENNETT, Dionis yd, Fenchurch st, Wholesale Tea Dealer May 2 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
SPENCER, FRANK RICHARD, Maidenhead, Berks, Solicitor April 30 at 12 Railway Hotel, Maidenhead
STEPHENSON, JOHN JAMES, York, Cabinet Maker May 1 at 11.30 Off Rec, York
STONHAM, THOMAS, Rye, Sussex, Grocer April 30 at 2 Off Rec, St Thomas' chbrs, 24, Railway approach
TAYLOR, JOHN, late of Goudhurst, Kent, Grocer April 29 at 2.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
TEASDALE, JOB, Hunslet, Leeds, Tobacconist May 1 at 12 Off Rec, 22, Park row, Leeds
THORNE, CHARLES, Hildenborough, Tonbridge, Innkeeper May 13 at 12.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
VASSAR, GEORGE, Milson rd, West Kensington pk, Builder May 7 at 11 Bankruptcy bldgs, Lincoln's inn
WESTWELL JOSEPH, Darwen, Joiner April 29 at 2.30 New Inn, Darwen
WILLETT, FRANK, Shadwell Market, Fish Salesman May 2 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
WILLIAMSON, CHARLES, Preston, Rope Manufacturer May 2 at 3 Off Rec, 14, Chapel st, Preston
WOODMAN, JOHN JOSEPH, Chorlton cum Hardy, nr Manchester, Architect May 1 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
YATES, JOSEPH HOLLIS Gloucester, Solicitor May 1 at 12 Off Rec, 15, King st, Gloucester

ADJUDICATIONS.

ASHTON, WILLIAM, Manchester, Engineer Manchester Pet Sept 26 Ord April 17
BASTIN, JOHN, Navestock, Essex, Farmer Chelmsford Pet April 11 Ord April 18
BEEVER, TIM, and JOE BEEVER, Holmfirth, Yorks, Joiners Huddersfield Pet April 9 Ord April 17
BELL, THOMAS, Patterdale, Westmld, Farmer Carlisle Pet April 18 Ord April 19
BROWN, NEWTON MURGATROYD, Manningham, Bradford, Machine Maker's Traveller Bradford Pet March 26 Ord April 19
BURGESS, WILLIAM JOHN, Sandown, I.W., Grocer Newport and Ryde Pet April 19 Ord April 19
BURLAND, WALTER WILLIAM, York, Innkeeper York Pet April 16 Ord April 19
COX, JOSEPH, Leicester, Provision Dealer Leicester Pet April 16 Ord April 17
DOMPE, GIOVANNI, Wardour st, Oxford st, Provision Merchant High Court Pet March 24 Ord April 17
GALL, WILLIAM BENJAMIN HOME, Newton, Suffolk, Farmer Bury St Edmunds Pet March 24 Ord April 17
GILL, ROBERT, and WALTER GILL, Malpas, Cheshire, Tinplate Workers Nantwich and Crewe Pet April 17 Ord April 17
HILL, EDWARD JAMES, Syston, Leics, Farm Bailiff Leicester Pet March 29 Ord April 14
HUNTLEY, ARTHUR, Weston super Mare, Ironmonger Bridgwater Pet April 16 Ord April 17
INGHAM, JOSEPH, Halifax, Grocer Halifax Pet April 18 Ord April 18
ISITT, WILLIAM, Kettering, Northamptonshire, Plumber Northampton Pet April 19 Ord April 19
JEYNES, WALTER, Leonard Stanley, nr Stonehouse, Glos, Baker Cheltenham Pet Apr 18 Ord Apr 19
JONES, ROBERT, Leicester, Shoemaker Leicester Pet Apr 17 Ord Apr 17
KIRBY, WILLIAM, York, Commission Agent York Pet Apr 18 Ord Apr 18
MESSITER, EDWARD WADE, Reigate, Surrey, Licensed Victualler High Court Pet Mar 7 Ord Apr 17
MALLARD, JOHN, Northampton, Shoemaker Northampton Pet Apr 9 Ord Apr 15
MORRIS, JOHN, Boston, Fruiterer Boston Pet Apr 17 Ord Apr 19
OTTEY, PERCY JOHN, Burton on Trent, Chemist Burton on Trent Pet Apr 19 Ord Apr 19
PARKER, COLEMAN SOLOMON, White st, Houndsditch, Fish Salesman High Court Pet Apr 17 Ord Apr 17
PARKER, HUGH, Birkenhead, Coal Merchant Birkenhead Pet Apr 1 Ord Apr 17
PINSON, EDMUND, Bloxwich, Staffs, Tea Seller Walsall Pet April 17 Ord April 17
POTTER, JOHN EPHRAIM, Southchurch, Essex, Brickmaker Chelmsford Pet March 20 Ord April 18
RUXTON, WILLIAM CAMPBELL, Creeys rd, Peckham High Court Pet March 25 Ord April 17
SOLLOWAY, ISAAC, Oxford, Butcher Oxford Pet April 14 Ord April 16
STEPHENSON, JOHN JAMES, York, Cabinet Maker York Pet April 17 Ord April 17
TAYLOR, FREDERICK WILLIAM, Newport, Mon, Contractor Newport, Mon Pet April 2 Ord April 19
TAYLOR, JOHN, late of Goudhurst, Kent, Grocer Hastings Pet March 27 Ord April 17
TRESHAM, EDWARD, Northampton, Wine Merchant Northampton Pet April 15 Ord April 19
WESTON, JOHN BERNARD, Ladywood, Birmingham, Journeyman Glass Decorator Birmingham Pet April 17 Ord April 18
WILLIAMS, ROBERT, Llanfor, Merioneth, Farmer Wrexham Pet April 17 Ord April 18
YATES, JOSEPH HOLLIS, Gloucester, Solicitor Gloucester Pet March 28 Ord April 19

The following amended notice is substituted for that published in the London Gazette of April 15.

ADLAM, WILLIAM HENRY, Reading, Fancy Warehouseman Reading Pet April 9 Ord April 9

ORDER RESCINDING RECEIVING ORDER.

BUTLER, PATRICK, Duke st, Portland place, Physician High Court Rec Ord March 20 Resc April 15

ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.

ALLAN, DUNCAN SMITH, Rattray rd, Brixton High Court Rec Ord March 11 Adjud March 28 Resc and Annul April 15

ADJUDICATION ANNULLED.

KELLY, JOHN LOVELL (described in the Rec Ord herein as J. J. Kelly), Bruton st, Berkeley sq, late Lieut.-Colonel in H. M. Army High Court Adjud Oct 27, 1886 Annul April 17

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

HAY.—April 18, at Edinburgh, the wife of William Hay, advocate, of a daughter.
HOLMES.—April 22, at Barnard Castle, the wife of J. Hanby Holmes, solicitor, of a son.
KING.—April 22, at Croydon, the wife of George Anthony King, solicitor, of a son.

### MARRIAGES.

BROOKE—PAYNE.—April 16, at Bryanston-square, George Brooke, barrister-at-law, of the Middle Temple, to Katie Elizabeth Caroline Payne, eldest daughter of the Rev. W. J. Payne, M.A., late of Brighton.
CARDEW—KITCHIN.—April 17, at Winchester, Arthur Cardew, M.A., barrister-at-law, to Alexandra Rhoda, daughter of the very Rev. the Dean of Winchester.
EVANS—FRANCIS.—April 17, at Halifax, Richard Watson Evans, B.A., LL.B., solicitor, Halifax, to Catherine Anne, only daughter of Edward Francis, Heath Hall, Halifax.
ROSE-INNES—ROWLANDS.—April 19, at Malden, Cosmo Rose-Innes, barrister-at-law, of the Inner Temple, to Miriam Adeline Bowen Rowlands, eldest daughter of William Bowen Rowlands, Q.C., M.P., D.L.
SALMON—TURNER.—April 19, at Lee, Thomas William Salmon, of 2, Bond-court, Walbrook, solicitor, to Ellen Gertrude Turner, youngest daughter of Frederick John Turner, of the Middle Temple, barrister-at-law.

### DEATHS.

JEPHSON.—April 17, at Woodmancote, Sussex, James Jephson, barrister-at-law, aged 54.

SHAEN.—April 16, near Nice, of typhoid fever, Arthur O'Ferrall Shaen, second and sole surviving son of the late William Shaen, of 8, Bedford-row, and 15, Upper Phillimore-gardens, aged 31.

## SALES OF ENSUING WEEK.

April 29.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, E.C., Freehold Ground-rent (see advertisement of the 19th inst., p. 4).

April 30.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Crown Leases and Freehold Residential Building Estates (see advertisement of the 12th inst., p. 4).

April 30.—Messrs HUMBERT, SON, & FLINT, at the Mart, E.C., at 1 o'clock, Freehold Building Land and a Freehold Building Site (see advertisement of the 19th inst., p. 4).

May 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Periodical Sale of Reversions, Policies, and a Leasehold Investment (see advertisement, this week, p. 4).


ASSISTANT CHANCERY and CONVEYANCING CLERK.—The undersigned are desirous of recommending a Young Man (who has been admitted) in the above capacity.—UPTON, ATKEY, & UPTON, 14, Austin Friars, E.C.

LAW PARTNERSHIP.—A Solicitor of standing in the City of London desires to meet with a Gentleman who can find Capital to further extend his increasing practice. A splendid opportunity for a person having general knowledge Capital required £1,000.—Principals only address LEX, 286, St. John-street-road, E.C.

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WANTED, a Managing Clerk, competent to superintend litigous business generally in a City Solicitor's Office; also Copying Clerk—Address by letter, stating terms, W. WITHERBY & Co., Newman's-court, Cornhill.

WANTED, Experienced Conveyancing Clerk; country; state experience, age, and salary.—H. G., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

WANTED, a Managing Clerk, not admitted, but competent to conduct conveyancing matters, with slight supervision; age under 40.—Apply, by letter, stating salary, references, &c., to L. M. T., care of Messrs. Waterlow & Sons, 49 and 50, Parliament-street, S.W.

WANTED in a County Court Office a capable and industrious Junior Clerk, writing a good hand and with knowledge of the work; salary, £80 per annum.—Address, with references, X., Mr. Hull, Law Stationer, 22, Chancery-lane (Block C.), London, W.C.

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A SOLICITOR of ability and long experience as a Law Coach, Reads with Candidates for Examination. Postal Preparation is carried on by *corrigenda* papers dictated to a Shorthand writer; terms moderate.—Address, COACH, 9, Fenchurch-street, London, E.C.

TUITION.—Preliminary and Intermediate Examinations of the Law Society, Preliminary Bar, &c.—Mr. A. E. QUERETT, M.A. Oxon, continues to Prepare for the above. Individual attention. Two failures only in fourteen years.—For prospectus, terms, &c., address, 29, Delamere-crescent, Westbourne-square, W.

MIDDLESEX and SURREY.
Freehold and Leasehold Properties.

MESSRS. PRICKETT & VENABLES will SELL by AUCTION, at the MART, Tokenhouse-yard, City, on FRIDAY, MAY 9, at TWO precisely, the FREEHOLD HOUSE, No. 97, Cheverton-road, with good garden, very conveniently situate and suitable for a professional gentleman, school, or for conversion into one or two shops.—May be viewed. Solicitors: Messrs. Scadding & Bodkin, 23, Gordon-street, Gordon-square, W.C. Also FOUR LEASEHOLD DWELLING HOUSES, situate and being Nos. 20 and 28, Stansfield-road, and 58 and 62, Santley-street, Stockwell; let and producing together £130 per annum.—May be viewed by permission of the tenants. Solicitors: Messrs. Corsellis, Mossop, & Berney, Wandsworth, S.W., and 1, Quality-court, W.C.

Particulars, with conditions of sale, may be obtained at the Mart, City; of the respective Solicitors; and of the Auctioneers, 60, Chancery-lane, W.C., and Barnet, Herts.

Freehold Ground-rent of £70 per annum, exceedingly well secured upon the important business premises, No. 141, Oxford-street, W., for SALE, by AUCTION, by

MESSRS. BEAN, BURNETT, & ELDRIDGE, at the MART, on TUESDAY, APRIL 29.

Particulars of Messrs. Drake, Son, & Parton, Solicitors, 34, Rood-lane, E.C.; or of the Auctioneers, 14, Nicholas-lane, E.C.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

SOLICITORS. — Roomy Offices in fine building in Chancery-lane; rent, £60 per annum; hall porter and electric light.—Apply at Collector's Office, 63, Chancery-lane, W.C.

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CHAMBERS in NEW SQUARE to be LET.—Two good Rooms, ground floor, with W.C.'s; rent £75.—Apply to Messrs. THURGOOD & MARTIN, Surveyors, 27, Chancery-lane.

WESTERN AUSTRALIA.

To Trustees, Investors, Speculators, and Others.—706 Acres of Land, adjoining the town boundary of Albany, Western Australia.

MESSRS. DANIEL WATNEY & SONS have received instructions to OFFER by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, MAY 15, at TWO precisely, the above PROPERTY. This block of land was selected by the late Sir Richard Spencer, R.N., K.C.B., upwards of 50 years ago, and was granted to him by the Imperial Government in consideration of 40 years' service as an officer in the Royal Navy, and it has been kept in the family for a period of 54 years.

Particulars, with plan and conditions of sale, may be obtained from Messrs Freshfields & Williams, Solicitors, 5, Bank-buildings, E.C.; and of the Auctioneers, 33, Poultry, E.C.

In consequence of the death of J. D. Doulton, Esq.—Spring-grove, West Dulwich, Victoria-park, Lower Clapton, Tottenham, and Leyton.

MESSRS. DANIEL WATNEY & SONS are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, MAY 15, at TWO precisely, in Lots, the following PROPERTIES:—

SPRING GROVE.—Detached Residence, known as Clyde House (close to Isleworth and Spring-grove Stations); held for a long term at a low ground-rent; rental value about £90 per annum; early possession.

WEST DULWICH.—Detached Residence, known as Oakdene, Alleyn-road; held for a long term at a ground-rent of £4 18s. 4d.; rental value about £80 per annum; with possession.

VICTORIA PARK, N.—Leasehold Property, known as Park Wharf, situate on the south of the Hertford Union Canal; area nearly three-quarters of an acre, with newly-erected stabling, offices, and other buildings; held for a term of about 45 years, at the low rent of £300 per annum.

LOWER CLAPTON.—Freehold Property, known as Nos. 55, 57, and 59, Redwald-road, with ranges of stablings and buildings, &c., comprising an area of about 0a. 3r. 8p., let to the contractors for road-clearing for Hackney parish at £145 per annum. Plot of Freehold Building Land in Redwald-road, and Ten Freehold Houses in Glenarm, Dunlace, and Powerscroft roads, of the annual rental value of £315.

TOTTENHAM.—No. 3, Malvern-terrace, St. Paul's-road; let at 9s. 6d. per week; held for a term of 90 years, at a ground-rent of £5.

LEYTON.—Six Freehold Houses, known as Nos. 1 to 6, Phœnix-terrace, Upper Faraday-road; rental value £156 per annum.

Particulars of Messrs. Vandercom & Co., Solicitors, 23, Bush-lane, E.C.; of Messrs. V. Buckland & Garrard, Surveyors, 65, Cannon-street, E.C.; and of the Auctioneers, 33, Poultry, London, E.C.

ON THE CRYSTAL PALACE PARK ESTATE.

By order of the Mortgagees.—Six excellent Detached and Semi-detached Residences, known as Maida, Norman Lodge, The Oaks, The Lindens, Helios, and Parkhurst, situate in the Thicket and Crystal Palace Park roads, near Penge Station. All let with the exception of The Oaks (which will be sold with possession), and held under separate leases for long terms at moderate ground-rents; rental value about £700 per annum.

MESSRS. DANIEL WATNEY & SONS have received instructions to SELL the above PROPERTIES, at the MART, Tokenhouse-yard, E.C., on THURSDAY, MAY 15.

Particulars of Messrs. Phelps & Woodforde, Solicitors, 14, Red Lion-square, W.C., and of the Auctioneers, 33, Poultry, E.C.

STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

# THE LAW GUARANTEE & TRUST SOCIETY, LIMITED.

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TRUSTEES:

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The Hon. Mr. JUSTICE KAY. The Hon. Mr. JUSTICE GRANTHAM.

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Total Invested Funds over £1,600,000.
E. COZENS SMITH, General Manager.

NORTHERN ASSURANCE COMPANY.
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INCOME & FUNDS (1889):—

| | |
|---|---|
| Fire Premiums | £615 000 |
| Life Premiums | 203,000 |
| Interest | 144,[illegible] |
| ACCUMULATED FUNDS | £3,561,000 |

LAW FIRE INSURANCE OFFICE,
114, Chancery-lane, London.
April 14, 1890.

Notice is Hereby Given, that the ANNUAL GENERAL MEETING of the SHAREHOLDERS of the LAW FIRE INSURANCE SOCIETY will be held at the SOCIETY'S HOUSE, Chancery-lane, on TUESDAY, the 6th day of MAY NEXT, to elect eight Directors in the room of the like number of Directors who go out by rotation; and also to elect four Auditors in the room of the like number who retire, and for General Purposes.

The Chair will be taken at One o'clock precisely.

The following Directors going out by rotation are eligible, and offer themselves for re-election:—

| | |
|---|---|
| Spencer Croughton Wilde, Esq. | John Moxon Clabon, Esq. |
| William Thomas Carlisle, Esq. | Frederick Peake, Esq. |
| Sir Arnold William White. | Bartle John Laurie Frere, Esq. |
| George Rooper, Esq. | Howard William Brougham, Esq. |

The Auditors retiring are:—

| | |
|---|---|
| Octavius Leefe, Esq. | Frank Rowley Parker Esq. |
| William Tanner Neve, Esq. | Charles Robert Roberts West, Esq. |

They are eligible and offer themselves for re-election.

By order of the Board.
GEORGE WILLIAM BELL, Secretary.

WEST BROMWICH CORPORATION £3 PER CENT. REDEEMABLE STOCK.
ISSUE OF £300,000.

The CORPORATION of WEST BROMWICH are prepared to RECEIVE APPLICATIONS for the above Stock. Minimum price of issue, £97 per cent. Interest payable half-yearly on 1st April and 1st October. The Stock will be issued in sums of £10 and upwards, being a multiple of £10, free of Stamp Duty and all charges. All transfers of Stock will be free of Stamp Duty. Under the Trust Investment Act, 1889, this Stock is an available investment for every Trustee who is not expressly forbidden by the instrument creating the Trust to invest in Corporation Stock. Forms of application and any further information will be supplied by the undersigned.
WM. BUTTERWORTH, Registrar.
Town Hall, West Bromwich, October, 1889.

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An Examination will be held on TUESDAY, JULY 8, and following days for one Scholarship of £50 and six Scholarships of £20 a year, open to Students under 18 years on October 1, 1890. Candidates may offer one or more of the following subjects:—
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The College fee for board, lodging, and tuition is £25 for each of the three University terms, and £15 for residence in the Long Vacation.—For further information apply to the MASTER.

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